

<i>SERFF Tracking Number:</i>	<i>TRVE-125519954</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Travelers Casualty and Surety Company of America</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2007-11-0007</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Wrap+ Healthcare Form Filing 2007-11-0007</i>		
<i>Project Name/Number:</i>	<i>Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007</i>		

## Filing at a Glance

Company: Travelers Casualty and Surety Company of America

Product Name: Wrap+ Healthcare Form Filing SERFF Tr Num: TRVE-125519954 State: Arkansas

2007-11-0007

TOI: 17.0 Other Liability - Claims

SERFF Status: Closed

State Tr Num: EFT \$50

Made/Occurrence

Sub-TOI: 17.0000 Other Liability Sub-TOI

Co Tr Num: 2007-11-0007

State Status: Fees verified and received

Combinations

Filing Type: Form

Co Status:

Reviewer(s): Betty Montesi, Edith Roberts, Brittany Yielding

Authors: Socorro Armstrong, Theresa Lavenburg, Michelle Smith Cotto, Sonia Worrell, Timothy Bengston, Celina Caez

Disposition Date: 08/07/2008

Date Submitted: 03/04/2008

Disposition Status: Approved

Effective Date Requested (New): 06/01/2008

Effective Date (New):

Effective Date Requested (Renewal): 08/01/2008

Effective Date (Renewal):

State Filing Description:

## General Information

Project Name: Wrap+ Healthcare Form Filing 2007-11-0007

Status of Filing in Domicile:

Project Number: 2007-11-0007

Domicile Status Comments:

Reference Organization:

Reference Number:

Reference Title:

Advisory Org. Circular:

Filing Status Changed: 08/07/2008

State Status Changed: 03/17/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our Wrap+ Policy.

This filing consists of new Insuring Agreements, State Endorsements and new optional endorsements that are available

<i>SERFF Tracking Number:</i>	<i>TRVE-125519954</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>2007-11-0007</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Wrap+ Healthcare Form Filing 2007-11-0007</i>		
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to all eligible policyholders.

## Wrap+ Endorsements

In 2005 we introduced the Wrap+, a new modular approach wherein an insured can choose anything from a monoline coverage part to a Wrap+ multi-coverage part policy. This filing consists of two new modules of coverage which contain endorsements which have been designed for use with the Wrap+ product. Please note these are the first coverage parts that we are adding to the Wrap+ family. The coverage parts being added – Directors and Officers Liability for Healthcare Employment Practices Liability for Healthcare are new but they have been designed to work with the existing Liability Coverage Terms and Conditions; state amendatories and termination notices previously filed and approved in your state.

This product is “A” rated. We will only be providing actuarial documentation and rating information if required by your state.

## Company and Contact

### Filing Contact Information

Michelle Smith Cotto, Regulatory Analyst	MSMITHCO@travelers.com
One Tower Square	(860) 277-2345 [Phone]
Hartford, CT 06183	(860) 235-4951[FAX]

### Filing Company Information

Travelers Casualty and Surety Company of America	CoCode: 31194	State of Domicile: Connecticut
One Tower Square	Group Code: 3548	Company Type:
2S2B		
Hartford, CT 06183	Group Name:	State ID Number:
(860) 277-0179 ext. [Phone]	FEIN Number: 06-0907370	
	-----	

## Filing Fees

SERFF Tracking Number: TRVE-125519954 State: Arkansas  
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50  
Company Tracking Number: 2007-11-0007  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Wrap+ Healthcare Form Filing 2007-11-0007  
Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

Fee Required? Yes  
Fee Amount: \$50.00  
Retaliatory? No  
Fee Explanation:  
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Travelers Casualty and Surety Company of America	\$50.00	03/04/2008	18301710

SERFF Tracking Number: TRVE-125519954 State: Arkansas

Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50

Company Tracking Number: 2007-11-0007

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Wrap+ Healthcare Form Filing 2007-11-0007

Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Approved	Edith Roberts	08/07/2008	08/07/2008

### Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Edith Roberts	03/17/2008	03/20/2008	Michelle Smith Cotto	07/17/2008	07/17/2008

### Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Effective Date Change	Note To Reviewer	Celina Caez	06/20/2008	06/20/2008

<i>SERFF Tracking Number:</i>	<i>TRVE-125519954</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>2007-11-0007</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Wrap+ Healthcare Form Filing 2007-11-0007</i>		
<i>Project Name/Number:</i>	<i>Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007</i>		

## Disposition

Disposition Date: 08/07/2008

Effective Date (New):

Effective Date (Renewal):

Status: Approved

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125519954 State: Arkansas  
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Company Tracking Number: 2007-11-0007  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Wrap+ Healthcare Form Filing 2007-11-0007  
Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Cover Letter	Approved	Yes
Form	Wrap+ Health Care Org. Directors, Officers and Trustees and Employment Practices Liability Coverage Application	Approved	Yes
Form	Wrap+ Health Care Org. Directors, Officers and Trustees and Employment Practices Liability Renewal Coverage Application	Approved	Yes
Form	Wrap+ Health Care Org. Directors, Officers and Trustees Liability Insuring Agreement	Approved	Yes
Form	Wrap+ Health Care Org. Employment Practices Liability Insuring Agreement	Approved	Yes
Form	Wrap+ for Health Care Org. Declarations Page	Approved	Yes
Form	Wrap+ for Health Care Org. Directors, Officers and Trustees Liab. Dec. Page	Approved	Yes
Form	Wrap+ for Health Care Org. Employment Practices Liab. Declarations Page	Approved	Yes
Form	Coverage for Scheduled Entities with Prior Acts	Approved	Yes
Form	Additional Insured Person Endorsement	Approved	Yes
Form (revised)	Amend Time Period to Elect Extended Reporting Period	Approved	Yes
Form	Amend Time Period to Elect Extended Reporting Period	Approved	Yes
Form	Antitrust Claim Exclusion	Approved	Yes
Form	Antitrust Claim Coverage for Insured Persons and Insured Org. Indemnification	Approved	Yes
Form	Charity Care Claim Limit of Liab., Coinsurance and Retention Endt.	Approved	Yes
Form	Class or Mass Action Limit, Coinsurance and Retention Endt.	Approved	Yes

SERFF Tracking Number: TRVE-125519954 State: Arkansas  
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Product Name: Wrap+ Healthcare Form Filing 2007-11-0007  
Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

<b>Form (revised)</b>	AR Punitive Damages	Approved	Yes
<b>Form</b>	Correct Health Care Directors, Officers and Trustees Liability Declarations	Approved	Yes
<b>Form</b>	Correct Health Care Employment Practices Liability Declarations	Approved	Yes
<b>Form</b>	Correct Declarations Endorsement	Approved	Yes
<b>Form</b>	Crisis Management Event Claim Limit of Liab. Coinsurance and Retention Endt.	Approved	Yes
<b>Form</b>	Delete Insuring Agreement C	Approved	Yes
<b>Form</b>	Failure to Maintain Insurance Exclusion with an Exception for Insuring Agreement A	Approved	Yes
<b>Form</b>	Family Exclusion	Approved	Yes
<b>Form</b>	Convert Policy to Run-Off for Specific Entity	Approved	Yes
<b>Form</b>	Human Blood Exclusion	Approved	Yes
<b>Form</b>	Human Tissue or Organ Exclusion	Approved	Yes
<b>Form</b>	Independent Management Org. Co-Defendant Coverage	Approved	Yes
<b>Form</b>	Insurance Company Error & Omissions Exclusion	Approved	Yes
<b>Form</b>	Insurance Regulatory Exclusion	Approved	Yes
<b>Form</b>	Investment Banking Exclusion	Approved	Yes
<b>Form</b>	Managed Care Professional Services Exclusion	Approved	Yes
<b>Form</b>	Medical Services Exclusion	Approved	Yes
<b>Form</b>	Modify Name or Address of Named Insured or Extend Policy Period Endt.	Approved	Yes
<b>Form</b>	Mid Term Change Endt. To Add Health Care Org. Directors, Officers and Trustees Liability	Approved	Yes
<b>Form</b>	Mid Term Change Endt. To Add Health Care Org. Employment Practices Liab.	Approved	Yes
<b>Form</b>	Negligence, Physical and Sexual Assault and Battery and Third Party Sexual	Approved	Yes

SERFF Tracking Number: TRVE-125519954 State: Arkansas  
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50  
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#### Harrassment Exclusion

<b>Form</b>	Peer Review and Credentialing Exclusion	Approved	Yes
<b>Form</b>	Peer Review and Credentialing Coverage	Approved	Yes
	Limit of Liab. Coinsurance and Retention		
	Endt.		
<b>Form</b>	Prior Acts Exclusion	Approved	Yes
<b>Form</b>	Professional Services Exclusion – General	Approved	Yes
<b>Form</b>	Professional Services Exclusion – Specific Services	Approved	Yes
<b>Form</b>	Public Offering Exclusion	Approved	Yes
<b>Form</b>	Punitive and Exemplary Damages and Multiplied Damages Limit	Approved	Yes
<b>Form</b>	Punitive and Exemplary Damages Exclusion	Approved	Yes
<b>Form</b>	Punitive and Exemplary Damages Limit	Approved	Yes
<b>Form</b>	Punitive, Exemplary or Multiplied Damages Exclusion	Approved	Yes
<b>Form</b>	Regulatory Action Wrongful Act Claim	Approved	Yes
	Defense Expenses Limit of Liability, Coinsurance and Retention Endorsement		
<b>Form</b>	Retention Amendment When Insurance Issued by California Healthcare Applies	Approved	Yes
<b>Form</b>	Run Off Endorsement	Approved	Yes
<b>Form</b>	Scheduled Circumstances or Litigation Exclusion	Approved	Yes
<b>Form</b>	Scheduled Entity Exclusion	Approved	Yes
<b>Form</b>	Scheduled Insured Organization(s) Prior Acts Exclusion	Approved	Yes
<b>Form</b>	School Leaders Exclusion	Approved	Yes
<b>Form</b>	Split Prior or Pending Proceeding Dates and Continuity Dates	Approved	Yes
<b>Form</b>	Split Prior or Pending Proceeding Dates and Continuity Dates	Approved	Yes
<b>Form</b>	Split Prior or Pending Proceeding Dates	Approved	Yes



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Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50

Company Tracking Number: 2007-11-0007

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Wrap+ Healthcare Form Filing 2007-11-0007

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**and Continuity Dates for Scheduled Insureds**

<b>Form</b>	Split Prior or Pending Proceeding Dates and Continuity Dates for Scheduled Insureds	Approved	Yes
<b>Form</b>	Vicarious Liability Coverage for Scheduled Entity as a Co-Defendant	Approved	Yes
<b>Form</b>	Wage and Hour Law Exclusion	Approved	Yes
<b>Form</b>	Wage and Hour Law Limit of Liability	Approved	Yes
<b>Form</b>	PUNITIVE OR EXEMPLARY	Approved	Yes

SERFF Tracking Number: TRVE-125519954 State: Arkansas  
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50  
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Product Name: Wrap+ Healthcare Form Filing 2007-11-0007  
Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

## Objection Letter

Objection Letter Status Pending Industry Response  
Objection Letter Date 03/17/2008  
Submitted Date 03/20/2008

Respond By Date

Dear Michelle Smith Cotto,

This will acknowledge receipt of the captioned filing.

With reference to Form LIA-7164 Ed. 01-08, the time to request the Supplemental Extended Reporting Period is set by law under AR Code Anno. 23-79-306 (3) which mandates 60 days.

The Punitive Damages definition must also include "those damages imposed to punish a wrongdoer or to deter others from similar conduct" pursuant to AR Code Anno 23-79-307 (8).

Please feel free to contact me if you have questions.

Sincerely,

Edith Roberts

## Response Letter

Response Letter Status Submitted to State  
Response Letter Date 07/17/2008  
Submitted Date 07/17/2008

Dear Edith Roberts,

**Comments:**

### Response 1

Comments: I apologize for taking so long to respond.

Please withdraw form number LIA-7164 in Arkansas as the Arkansas Changes endorsement (LIA-4003 (01-06)) a copy of which is included for reference, includes the appropriate 60 day requirement.

Respectfully, in regards to the Department's second item, pursuant to AR Code Anno 23-79-307 (8), which reads:

SERFF Tracking Number: TRVE-125519954 State: Arkansas  
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(8) Policies containing an exclusion for punitive damages must include a definition of punitive damages substantially similar to the following: "Punitive damages" are damages that may be imposed to punish a wrongdoer and to deter others from similar conduct.

Please withdraw HCE-7004 and replace it with the attached HCE-7009.  
Please also withdraw HCD-7018 and replace it with HCD-7025. The policy form does not contain an exclusion for punitive damages but rather includes such damages where insurable. As such, we believe the policy form complies with the cited portion of the AR Code.

#### Changed Items:

No Supporting Documents changed.

#### Form Schedule Item Changes

Form Name	Form Number	Edition Date	Form Type	Action	Action Specific Data	Readability Score	Attach Document
Amend Time Period to Elect Extended Reporting Period	LIA-7164 Ed. 01-08		Endorsement/Amendment/Conditions	Withdrawn		0	
<b>Previous Version</b>							
Amend Time Period to Elect Extended Reporting Period	LIA-7164 Ed. 01-08		Endorsement/Amendment/Conditions	New		0	LIA-7164 01-08.pdf
AR Punitive Damages	HCE 7009 06-08		Endorsement/Amendment/Conditions	Replaced		0	HCE-7009 06-08.pdf
<b>Previous Version</b>							
Correct Health Care Directors, Officers and Trustees Liability Declarations	HCD-7004 Ed. 01-08		Endorsement/Amendment/Conditions	New		0	HCD-7004 01-08.pdf
PUNITIVE OR EXEMPLARY	HCD 7025 06-08		Endorsement/Amendment/Conditions	Replaced			HCD-7025 06-08.pdf

*SERFF Tracking Number:* TRVE-125519954 *State:* Arkansas  
*Filing Company:* Travelers Casualty and Surety Company of America *State Tracking Number:* EFT \$50  
*Company Tracking Number:* 2007-11-0007  
*TOI:* 17.0 Other Liability - Claims Made/Occurrence *Sub-TOI:* 17.0000 Other Liability Sub-TOI Combinations  
*Product Name:* Wrap+ Healthcare Form Filing 2007-11-0007  
*Project Name/Number:* Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

No Rate/Rule Schedule items changed.

Sincerely,

Celina Caez, Michelle Smith Cotto, Socorro Armstrong, Sonia Worrell, Theresa Lavenburg, Timothy Bengston

*SERFF Tracking Number:* TRVE-125519954 *State:* Arkansas  
*Filing Company:* Travelers Casualty and Surety Company of America *State Tracking Number:* EFT \$50  
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*Product Name:* Wrap+ Healthcare Form Filing 2007-11-0007  
*Project Name/Number:* Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

**Note To Reviewer**

**Created By:**

Celina Caez on 06/20/2008 06:49 AM

**Subject:**

Effective Date Change

**Comments:**

Dear Ms. Roberts:

We respectfully ask the Department to change the new business effective date to July 1, 2008 and the renewal business effective date to September 1, 2008.

We thank you for your assistance with this filing. We apologize for the inconvenience.

SERFF Tracking Number: TRVE-125519954 State: Arkansas

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TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

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Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

## Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Wrap+ Health Care Org. Directors, Officers and Trustees and Employment Practices Liability Coverage Application	59249 Ed. 01-08		Application/ New Binder/Enrollment		0.00	59249.pdf
Approved	Wrap+ Health Care Org. Directors, Officers and Trustees and Employment Practices Liability Renewal Coverage Application	59251 Ed. 01-08		Application/ New Binder/Enrollment		0.00	59251.pdf
Approved	Wrap+ Health Care Org. Directors, Officers and Trustees Liability Insuring Agreement	HCD-3001 Ed. 01-08		Policy/Coverage New Form		0.00	HCD-3001 1-25-08 clean.pdf
Approved	Wrap+ Health Care Org. Employment Practices Liability Insuring Agreement	HCE-3001 Ed. 01-08		Policy/Coverage New Form		0.00	HCE-3001 rev 1-4-08 clean.pdf

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Product Name: Wrap+ Healthcare Form Filing 2007-11-0007  
Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

Approved	Wrap+ for Health Care Org. Declarations Page	WHC- 2001 Ed. 01-08	Declaration New s/Schedule	0.00	WHC-2001 01-08 clean.pdf
Approved	Wrap+ for Health Care Org. Directors, Officers and Trustees Liab. Dec. Page	HCD-2001 Ed. 01-08	Declaration New s/Schedule	0.00	HCD- 2001.pdf
Approved	Wrap+ for Health Care Org. Employment Practices Liab. Declarations Page	HCE-2001 Ed. 01-08	Declaration New s/Schedule	0.00	HCE- 2001.pdf
Approved	Coverage for Scheduled Entities with Prior Acts	LIA-7162 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7162 01- 08.pdf
Approved	Additional Insured Person Endorsement	LIA-7163 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7163 01- 08.pdf
Approved	Amend Time Period to Elect Extended Reporting Period	LIA-7164 Ed. 01-08	Endorseme Withdrawn nt/Amendm ent/Condi tions	Replaced Form #:0.00 Previous Filing #:	
Approved	Antitrust Claim Exclusion	HCD-7001 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7001 01-08.pdf
Approved	Antitrust Claim Coverage for Insured Persons and Insured Org. Indemnification	HCD-7002 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7002 01-08.pdf

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Product Name: Wrap+ Healthcare Form Filing 2007-11-0007

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Approved	Charity Care Claim Limit of Liab., Coinsurance and Retention Endt.	HCD-7003 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7003 01-08.pdf
Approved	Class or Mass Action Limit, Coinsurance and Retention Endt.	LIA-7165 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7165 01- 08.pdf
Approved	AR Punitive Damages	HCE 7009 06-08	Endorseme Replaced nt/Amendm ent/Condi tions	Replaced Form #:0.00 HCE 7004 Previous Filing #:	HCE-7009 06-08.pdf
Approved	Correct Health Care Employment Practices Liability Declarations	HCE-7001 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCE-7001 01-08.pdf
Approved	Correct Declarations Endorsement	LIA-7166 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7166 01- 08.pdf
Approved	Crisis Management Event Claim Limit of Liab. Coinsurance and Retention Endt.	HCD-7024 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7024 01-08.pdf
Approved	Delete Insuring Agreement C	HCD-7005 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7005 01-08.pdf
Approved	Failure to Maintain Insurance Exclusion with an Exception for	HCD-7006 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7006 01-08.pdf



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Product Name: Wrap+ Healthcare Form Filing 2007-11-0007

Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

**Insuring  
Agreement A**

Approved	Family Exclusion	LIA-7167 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7167 01- 08.pdf
Approved	Convert Policy to Run-Off for Specific Entity	LIA-7168 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7168 01- 08.pdf
Approved	Human Blood Exclusion	LIA-7169 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7169 01- 08.pdf
Approved	Human Tissue or Organ Exclusion	LIA-7170 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7170 01- 08.pdf
Approved	Independent Management Org. Co- Defendant Coverage	LIA-7171 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7171 01- 08.pdf
Approved	Insurance Company Error & Omissions Exclusion	HCD-7007 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7007 01-08.pdf
Approved	Insurance Regulatory Exclusion	HCD-7008 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7008 01-08.pdf
Approved	Investment Banking Exclusion	HCD-7009 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7009 01-08.pdf
Approved	Managed Care Professional	HCD-7010 Ed. 01-08	Endorseme New nt/Amendm	0.00	HCD-7010 01-08.pdf

SERFF Tracking Number: TRVE-125519954 State: Arkansas  
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Product Name: Wrap+ Healthcare Form Filing 2007-11-0007  
Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

	Services		ent/Condi		
	Exclusion		ons		
Approved	Medical Services	HCD-7011	Endorseme New	0.00	HCD-7011
	Exclusion	Ed. 01-08	nt/Amendm		01-08.pdf
			ent/Condi		
			ons		
Approved	Modify Name or	LIA-7172	Endorseme New	0.00	LIA-7172 01-
	Address of	Ed. 01-08	nt/Amendm		08.pdf
	Named Insured		ent/Condi		
	or Extend Policy		ons		
	Period Endt.				
Approved	Mid Term	HCD-7012	Endorseme New	0.00	HCD-7012
	Change Endt. To	Ed. 01-08	nt/Amendm		01-08.pdf
	Add Health Care		ent/Condi		
	Org. Directors,		ons		
	Officers and				
	Trustees Liability				
Approved	Mid Term	HCE-7002	Endorseme New	0.00	HCE-7002
	Change Endt. To	Ed. 01-08	nt/Amendm		01-08.pdf
	Add Health Care		ent/Condi		
	Org. Employment		ons		
	Practices Liab.				
Approved	Negligence,	LIA-7173	Endorseme New	0.00	LIA-7173 01-
	Physical and	Ed. 01-08	nt/Amendm		08.pdf
	Sexual Assault		ent/Condi		
	and Battery and		ons		
	Third Party				
	Sexual				
	Harrassment				
	Exclusion				
Approved	Peer Review and	HCD-7013	Endorseme New	0.00	HCD-7013
	Credentialing	Ed. 01-08	nt/Amendm		01-08.pdf
	Exclusion		ent/Condi		
			ons		
Approved	Peer Review and	HCD-7014	Endorseme New	0.00	HCD-7014
	Credentialing	Ed. 01-08	nt/Amendm		01-08.pdf
	Coverage Limit of		ent/Condi		

SERFF Tracking Number: TRVE-125519954 State: Arkansas

Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50

Company Tracking Number: 2007-11-0007

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Wrap+ Healthcare Form Filing 2007-11-0007

Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

Liab.		ons			
Coinsurance and					
Retention Endt.					
Approved	Prior Acts Exclusion	LIA-7180 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7180 01- 08.pdf
Approved	Professional Services Exclusion – General	HCD-7015 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7015 01-08.pdf
Approved	Professional Services Exclusion – Specific Services	HCD-7016 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7016 01-08.pdf
Approved	Public Offering Exclusion	HCD-7017 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7017 01-08.pdf
Approved	Punitive and Exemplary Damages and Multiplied Damages Limit	HCE-7003 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCE-7003 01-08.pdf
Approved	Punitive and Exemplary Damages Exclusion	HCD-7018 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7018 01-08.pdf
Approved	Punitive and Exemplary Damages Limit	HCD-7019 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7019 01-08.pdf
Approved	Punitive, Exemplary or Multiplied Damages Exclusion	HCE-7004 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCE-7004 01-08.pdf

SERFF Tracking Number: TRVE-125519954 State: Arkansas

Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50

Company Tracking Number: 2007-11-0007

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Wrap+ Healthcare Form Filing 2007-11-0007

Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

Approved	Regulatory Action	HCD-7023	Endorsement New	0.00	HCD-7023
	Wrongful Act	Ed. 01-08	nt/Amendment/Conditions		01-08.pdf
	Claim Defense				
	Expenses Limit of				
	Liability,				
	Coinsurance and				
	Retention				
	Endorsement				
Approved	Retention	LIA-7174	Endorsement New	0.00	LIA-7174 01-
	Amendment	Ed. 01-08	nt/Amendment/Conditions		08.pdf
	When Insurance				
	Issued by				
	California				
	Healthcare				
	Applies				
Approved	Run Off	LIA-7175	Endorsement New	0.00	LIA-7175 01-
	Endorsement	Ed. 01-08	nt/Amendment/Conditions		08.pdf
Approved	Scheduled	LIA-7176	Endorsement New	0.00	LIA-7176 01-
	Circumstances or	Ed. 01-08	nt/Amendment/Conditions		08.pdf
	Litigation				
	Exclusion				
Approved	Scheduled Entity	LIA-7177	Endorsement New	0.00	LIA-7177 01-
	Exclusion	Ed. 01-08	nt/Amendment/Conditions		08.pdf
Approved	Scheduled	LIA-7178	Endorsement New	0.00	LIA-7178 01-
	Insured	Ed. 01-08	nt/Amendment/Conditions		08.pdf
	Organization(s)				
	Prior Acts				
	Exclusion				
Approved	School Leaders	HCD-7020	Endorsement New	0.00	HCD-7020
	Exclusion	Ed. 01-08	nt/Amendment/Conditions		01-08.pdf
Approved	Split Prior or	HCD-7021	Endorsement New	0.00	HCD-7021

SERFF Tracking Number:	TRVE-125519954	State:	Arkansas
Filing Company:	Travelers Casualty and Surety Company of America	State Tracking Number:	EFT \$50
Company Tracking Number:	2007-11-0007		
TOI:	17.0 Other Liability - Claims Made/Occurrence	Sub-TOI:	17.0000 Other Liability Sub-TOI Combinations
Product Name:	Wrap+ Healthcare Form Filing 2007-11-0007		
Project Name/Number:	Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007		

  

	Pending	Ed. 01-08	nt/Amendm		01-08.pdf
	Proceeding Dates and Continuity Dates		ent/Condi tions		
Approved	Split Prior or Pending	HCE-7005 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCE-7005 01-08.pdf
	Proceeding Dates and Continuity Dates				
Approved	Split Prior or Pending	HCD-7022 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCD-7022 01-08.pdf
	Proceeding Dates and Continuity Dates for Scheduled Insureds				
Approved	Split Prior or Pending	HCE-7006 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCE-7006 01-08.pdf
	Proceeding Dates and Continuity Dates for Scheduled Insureds				
Approved	Vicarious Liability Coverage for Scheduled Entity as a Co-Defendant	LIA-7179 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	LIA-7179 01-08.pdf
Approved	Wage and Hour Law Exclusion	HCE-7007 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCE-7007 01-08.pdf
Approved	Wage and Hour Law Limit of Liability	HCE-7008 Ed. 01-08	Endorseme New nt/Amendm ent/Condi tions	0.00	HCE-7008 01-08.pdf
Approved	PUNITIVE OR	HCD 702506-08	Endorseme Replaced	Replaced Form #:	HCD-7025

SERFF Tracking Number: TRVE-125519954 State: Arkansas  
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50  
Company Tracking Number: 2007-11-0007  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Wrap+ Healthcare Form Filing 2007-11-0007  
Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

EXEMPLARY

nt/Amendm  
ent/Condi  
ons

HCE 7018  
Previous Filing #:

06-08.pdf





**Wrap<sup>+</sup> SM**  
*Health Care Organization Directors, Officers and Trustees  
and Employment Practices Liability*  
**Coverage Application**

**NOTICE:** ALL LIABILITY COVERAGE PARTS FOR WHICH APPLICATION IS MADE APPLY, SUBJECT TO THEIR TERMS, ONLY TO "CLAIMS" FIRST MADE OR DEEMED MADE AGAINST "INSUREDS" DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSSES WILL BE REDUCED BY THE AMOUNTS INCURRED AS "DEFENSE EXPENSES", AND "DEFENSE EXPENSES" WILL BE APPLIED AGAINST THE RETENTION AMOUNT. THE COMPANY HAS NO DUTY TO DEFEND ANY "CLAIM" UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

AGENCY	CODE	AGENT NAME / LICENSE NUMBER
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The term "**Applicant**" means the first named insured organization and all other corporations, organizations or other entities, including subsidiaries, proposed for this insurance.

**Please submit the following documents and indicate below which are included in conjunction with this application. Note that the Company may elect to obtain some of this information from public sources, including the internet.**

**REQUIRED GENERAL ATTACHMENTS**

- ☐ Most recent CPA audited financial statements including notes and schedules.
- ☐ Most recent CPA letter to management and management's response.
- ☐ Interim financial statements, if audited financial statements are six (6) months or older.
- ☐ Loss runs for the past five (5) years and a status report of any litigation filed within the last five (5) years by or against any person(s) or **Applicant** proposed for this insurance including amount of any settlements or judgments, costs of defense and any corrective procedures implemented by the Applicant.

**REQUIRED D&O ATTACHMENTS**

- ☐ A listing of the Board of Directors, Board of Managers or the Board of Trustees, as applicable, with employers and occupations of each, as well as other boards on which such directors, managers or trustees serve.
- ☐ If applicable for any **Applicant**, any private placement memorandum(s) or any other documents filed with the Securities Exchange Commission during the last three (3) years.
- ☐ Copy of the **Applicant's** bylaws, health care/medical staff by-laws, and other operating agreements.
- ☐ Current organizational chart of the first named insured organization, listing each subsidiary, controlled non-profit organization and joint venture, including the ownership percentage and tax status of each.
- ☐ A copy of the most recent actuarial study, if any **Applicant's** health care/medical professional liability exposure is self-insured or insured by means of a trust, captive, risk sharing arrangement or pool.

**REQUIRED EPL ATTACHMENTS**

- ☐ Directors, Officers & Trustees required attachments.
- ☐ Employee Handbook, including current amendments.
- ☐ Most recent EEO-1 report, if **Applicant** has 1,000 or more employees.



## A. COMMON SECTION

### GENERAL INFORMATION

#### Applicant Information:

Name of first named insured organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Website address: \_\_\_\_\_ Date established or incorporated: \_\_\_\_\_

Tax Status of the first named insured organization: ..... ☐ Non-Profit ☐ For-Profit

#### Entity Type:

<input type="checkbox"/> 501(c)(3)	<input type="checkbox"/> S Corporation	<input type="checkbox"/> General Partnership (GP)	<input type="checkbox"/> Other: _____
<input type="checkbox"/> 501( ) ( )	<input type="checkbox"/> C Corporation	<input type="checkbox"/> Limited Partnership (LP)	_____
	<input type="checkbox"/> Limited Liability Company (LLC)	<input type="checkbox"/> Limited Liability Partnership (LLP)	

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVE(S)

#### Risk Manager or authorized representative(s) designated to receive any and all notices concerning this insurance.

Designated Contact: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Title: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

*Complete address if different than provided on this Application under General Information.*

Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

### NATURE OF BUSINESS (CHECK ALL THAT MAY APPLY)

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adult day Care                  | <input type="checkbox"/> HMO, PPO, Health Plan              | <input type="checkbox"/> Non-Profit Health Care Foundation          |
| <input type="checkbox"/> Affiliate Hospital System       | <input type="checkbox"/> Home Health Care                   | <input type="checkbox"/> Physician Group                            |
| <input type="checkbox"/> Ambulatory Surgery Center       | <input type="checkbox"/> Hospice Care                       | <input type="checkbox"/> Physician Hospital Organization (PHO)      |
| <input type="checkbox"/> Assisted Living Facility / CCRC | <input type="checkbox"/> Hospital                           | <input type="checkbox"/> Psychiatric Hospital                       |
| <input type="checkbox"/> Behavioral & Mental Health      | <input type="checkbox"/> Integrated Delivery System         | <input type="checkbox"/> Rehabilitation Facility                    |
| <input type="checkbox"/> Blood / Organ Collection Center | <input type="checkbox"/> IPA, PPO, MSO                      | <input type="checkbox"/> Respite Care                               |
| <input type="checkbox"/> Clinical Research Facility      | <input type="checkbox"/> Laboratory                         | <input type="checkbox"/> Skilled Nursing Facility / Retirement Home |
| <input type="checkbox"/> Dependency Rehab                | <input type="checkbox"/> Management Company System          | <input type="checkbox"/> Social Service                             |
| <input type="checkbox"/> Eye Care Center                 | <input type="checkbox"/> Network Provider                   | <input type="checkbox"/> Surgical Center                            |
| <input type="checkbox"/> Faculty Practice Group          | <input type="checkbox"/> Non-Profit Clinic                  | <input type="checkbox"/> Trade Association                          |
| <input type="checkbox"/> Health System                   | <input type="checkbox"/> Non-Profit Health Care Association | <input type="checkbox"/> Other: _____                               |

*If necessary, please attach full details.*

## SUBSIDIARY AND CONTROLLED NON-PROFIT ORGANIZATION INFORMATION

Subsidiary and controlled non-profit organization information (Include 50% owned joint ventures under management control):

Name	% Owned	Year Started	Description of Operations	Tax Status*	Entity Type**

\*Tax Status: FP = For Profit or NP = Non-Profit

\*\*Entity Types, for example: 501(c)(3); S Corporation, General Partnership (GP); Limited Partnership (LP); Limited Liability Partnership (LLP); Limited Liability Company (LLC)

*If there are additional subsidiaries or controlled organizations, please attach a detailed listing or organizational chart.*

## CURRENT INSURANCE INFORMATION

Coverage	Carrier	Limit	Retention	Premium	Policy Period
Directors, Officers & Trustees (D&O)		\$	\$	\$	
Employment Practices Liability (EPL)		\$	\$	\$	
Excess D&O and/or EPL		\$	\$	\$	
Health care / Medical Professional Liability		\$	\$	\$	
General Liability		\$	\$	\$	
Fiduciary Liability		\$	\$	\$	
Crime		\$	\$	\$	
Kidnap & Ransom		\$	\$	\$	
Identity Fraud Expense Reimbursement		\$	\$	\$	

1. Have any of the coverages above been cancelled or non-renewed during the last three years? (not applicable in Missouri) *If "Yes", please attach full details.* ..... ☐ Yes ☐ No
2. Are any of the **Applicant's** health care/medical professional liability or general liability coverages self-insured or insured by means of a self-insured trust, captive, risk sharing arrangement or pool? ..... ☐ Yes ☐ No  
 If "Yes", regarding the **Applicant's** self-insurance program:
  - (a) Is an annual independent actuarial exam performed? ..... ☐ Yes ☐ No  
*If "Yes", please provide a copy.*
  - (b) Is the program funded in accordance with annually determined actuarial requirements? ..... ☐ Yes ☐ No  
*If "No", please attach full details.*
  - (c) Does the program provide insurance to third parties? ..... ☐ Yes ☐ No  
*If "Yes", please attach full details.*
3. Does the **Applicant** have coverage for peer review and credentialing activities under any other insurance policy, self-insured trust, captive, risk sharing arrangement or pool? ..... ☐ Yes ☐ No

## B. DIRECTORS, OFFICERS & TRUSTEES LIABILITY COVERAGE

**NOTICE:** The section below only pertains to Directors, Officers & Trustees Liability Coverage. If Employment Practices Liability Coverage is desired, please complete Section C. of this application.

### SECURITYHOLDER INFORMATION

1. Total Shares	Common	Preferred	Other
Authorized			
Outstanding (stock held by shareholders)			
Voting Shares Outstanding			
Voting Shares Owned by Directors and Officers (direct & beneficial)			
Number of Voting Shareholders			

*If there are multiple classes of stock, please attach full details.*

2. Please list all securityholders that own more than 5% of any class of security.

Securityholder	Class of Security	% Owned	Director, Trustee or Officer?
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No

*If there are more securityholders, please attach full details.*

3. Does any **Applicant** have an Employee Stock Ownership Plan (ESOP) or any stock option program? .... ☐ Yes ☐ No

*If "Yes", please provide the most recent stock evaluation report and program documentation.*

### BUSINESS OPERATIONS

1. Is any **Applicant** presently JCAHO accredited? ..... ☐ N/A ☐ Yes ☐ No

If "Yes", please provide the Names of the Organizations	Date	Last Overall Score

2. During the last 3 years, has any regulatory or accrediting body denied, suspended, revoked or granted, or subjected to contingency or recommendation, any license, certification or accreditation of any operation, department or facility of any **Applicant**? *If "Yes", please attach full details.*..... ☐ N/A ☐ Yes ☐ No

3. Does the **Applicant** perform peer review or credentialing activities for its health care staff?..... ☐ Yes ☐ No

(a) Does the **Applicant** have formal written policies and procedures in effect that address peer review, credentialing, re-credentialing and decisions that could adversely affect health care staff membership, privileges or licensing? ..... ☐ Yes ☐ No

If "Yes", (i) Do written policies and procedures meet NCQA or JCAHO standards or applicable law?..... ☐ Yes ☐ No

(ii) Are written policies and procedures provided to all members of the health care staff? ..... ☐ Yes ☐ No

(b) Is legal counsel consulted before any recommendation or decision is finalized that could adversely affect health care staff membership, privileges or licensing? ..... ☐ Yes ☐ No

(c) During the last five (5) years has any **Applicant** been subject to any legal recourse associated with restriction or suspension of the license or privileges of any member of the health care staff? ..... ☐ Yes ☐ No

*If "Yes", please attach full details.*

4. Does any **Applicant** render any standard setting, accrediting, peer review, credentialing, licensing or similar services to any third party? *If "Yes", please attach full details.* ..... ☐ Yes ☐ No
5. Does any **Applicant** provide any non-clinical management or administrative services to any third party under any contract or agreement? *If "Yes", please attach full details.* ..... ☐ Yes ☐ No
6. Is any **Applicant** managed or administered by any third party under contract or agreement?  
*If "Yes", please attach full details.* ..... ☐ Yes ☐ No
7. Have any **Applicants** had any changes in the Board of Directors, Board of Managers, Board of Trustees or executive officers within the past two (2) years for reasons other than completion of their term or retirement?  
*If "Yes", please attach full details.* ..... ☐ Yes ☐ No
8. Does the **Applicant** have a formal committee of independent Directors, Managers or Trustees that reviews executive compensation? ..... ☐ Yes ☐ No
9. The **Applicant's** Directors, managing members or Trustees assume the position by?  
☐ Membership Vote ☐ Appointed by: \_\_\_\_\_ ☐ Other: \_\_\_\_\_
10. Has any **Applicant** undergone during the last twelve (12) months or does any **Applicant** plan to undergo during the next twelve (12) months any of the following
- (a) actual creation or proposed merger, acquisition, or divestiture? ..... ☐ Yes ☐ No
- (b) creation of a new subsidiary, a division or area of business? ..... ☐ Yes ☐ No
- (c) issuance of debt, a tax exempt bond offering, a public offering or a private placement of securities? ..... ☐ Yes ☐ No
- (d) reorganization or arrangement with creditors under federal or state law? ..... ☐ Yes ☐ No
- (e) closure or consolidations of any branch, location, facility, office, or subsidiary? ..... ☐ Yes ☐ No
- If "Yes" to any of 11(a) – (e) above, please attach full details.*
11. Does the **Applicant's** market share (whether hospital beds, providers, health care services provided or membership in a network) exceed 25% within any of its geographical service areas?  
*If "Yes", please attach full details.* ..... ☐ Yes ☐ No
12. Does the **Applicant** seek outside legal advice on matters of non-compete clauses, exclusive contracts or preferred pricing contracts? ..... ☐ Yes ☐ No

## COMPLIANCE POLICIES AND PROCEDURES

1. Does the **Applicant**:
- (a) have a formal written regulatory compliance policies and procedures (*for example, the federal False Claims Act and Health Insurance Portability and Accountability Act (HIPAA)*) addressing the responsibilities of the **Applicant**, its business partners, vendors and employees? ..... ☐ Yes ☐ No
- If "Yes":* Date Implemented: \_\_\_\_\_ Date Last Revised: \_\_\_\_\_
- (b) implement regular compliance education and training? ..... ☐ Yes ☐ No
- (c) utilize audits or other evaluation techniques to monitor compliance? ..... ☐ Yes ☐ No
- (d) utilize outside counsel to provide an opinion as to whether there could be a violation of law? ..... ☐ Yes ☐ No
2. Has any **Applicant**:
- (a) been subject to any regulatory investigation or indictment involving patient billing, business referral(s) or any anti-kick back law? ..... ☐ Yes ☐ No
- (b) been subject to any type of federal or state mandate or regulatory compliance oversight (*for example, a corporate integrity agreement*)? ..... ☐ Yes ☐ No
- (c) been subject to any type of regulatory monetary settlement, fine or penalty? ..... ☐ Yes ☐ No
- If "Yes" to any of 2(a)- (c) above, please attach full details.*
3. Does the **Applicant** have a formal written conflict of interest policy? ..... ☐ Yes ☐ No
4. Does the **Applicant** have a formal charity care policy that meets or exceeds applicable minimum state and federal requirements? ..... ☐ Yes ☐ No

## DIRECTORS, OFFICERS AND TRUSTEES LOSS INFORMATION

1. Has there been during the past five years, or are there now pending, any securities claims, criminal actions, administrative or regulatory proceedings, charges, hearings, demands or lawsuits including shareholder, creditor, antitrust, fair trade law, copyright or patent litigation, against any **Applicant**, or any person proposed for this insurance, whether or not such claim or action would be covered under the Health Care Organization Directors, Officers and Trustees Liability Coverage? ..... ☐ Yes ☐ No

*If "Yes", please provide the date, a brief description, and the damages sought or settlement paid, of such a claim, and the current status if pending.*

2. During the past five years, has any claim, or notice of circumstances that could reasonably give rise to a claim, been reported to any previous or existing insurer providing coverage for directors, officers and trustees liability, or management liability, including any coverage for the entity? ..... ☐ Yes ☐ No

*If "Yes", please attach full details.*

**To the extent that any matter required to be disclosed in response to questions 1 or 2 above constitutes a "Claim" as defined by the Policy, such matter was made prior to the policy period requested hereunder and therefore would be excluded from coverage.**

3. Does the **Applicant**, or any person proposed for this insurance have any knowledge or information of any fact, circumstance or situation related to the Health Care Organization Directors, Officers and Trustees Liability Coverage that could reasonably give rise to a claim against them? ..... ☐ Yes ☐ No

*If "Yes", please attach full details.*

**Without prejudice to any other rights and remedies of the Company, any claim arising from any facts or circumstances required to be disclosed in question 3 above is excluded from the proposed insurance.**

## C. EMPLOYMENT PRACTICES LIABILITY COVERAGE

**NOTICE:** Please complete the section below if Employment Practices Liability coverage is desired.

1. Please provide the total number of employees for all **Applicants** for each category below:

Full Time Employees	Part Time Employees	Leased Employees	Union Employees	Total Employees	Employed Physicians	Independent Contractors

**Provide EEO-1 report only if an Applicant has 1,000 or more employees.**

2. Turnover of total full time employees for all <b>Applicants</b> for each of the last three years (in number of employees):	20__	20__	20__
Voluntary Terminations of Full Time Employees			
Involuntary Terminations of Full Time Employees			
Layoffs of Full Time Employees			

## HUMAN RESOURCES

Does the **Applicant**:

1. Have a centralized Human Resources (HR) department? ..... ☐ Yes ☐ No

Number of dedicated HR employees: \_\_\_\_\_

Does the HR department:

- (a) provide formal employment practices liability training, including sexual harassment training, to the **Applicant's** managers and supervisors? ..... ☐ Yes ☐ No

- (b) follow a formal manual when implementing HR policies and procedures? ..... ☐ Yes ☐ No

If "Yes", date last updated: \_\_\_\_\_

- (c) consult with legal counsel prior to every termination, lay off or staff reduction? ..... ☐ Yes ☐ No

2. Utilize an employment application? ..... ☐ Yes ☐ No

Does the employment application contain:

- (a) "Employment at Will" language? ..... ☐ Yes ☐ No

- (b) an "Equal Employment Opportunity" statement? ..... ☐ Yes ☐ No

3. Have an Employee Handbook? ..... ☐ Yes ☐ No  
 If "Yes", date last updated: \_\_\_\_\_  
 (a) Is it distributed to all employees? ..... ☐ Yes ☐ No  
 (b) Is it intranet based? ..... ☐ Yes ☐ No

4. Use any test to screen applicants or employees? ..... ☐ Yes ☐ No  
*If "Yes", please attach full details.*

5. Please indicate whether the **Applicant** has formal written policies and procedures related to the following and indicate whether employees sign and acknowledge receipt:

	Written Policy or Procedure	Sign & Acknowledge Receipt
Employment at Will .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Equal Employment Opportunity .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
New Employee Orientation .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Annual Written Performance Evaluation .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Zero Tolerance for Sexual Harassment .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Discrimination and Harassment .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Family Medical Leave Act .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Disabled Employees and Accommodations .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Grievance Procedures .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employee Discipline .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Anti-Retaliation (including employee whistleblower protection) .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Employee conduct when dealing with the general public .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Consumer or other third party complaints .....	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

6. Does the **Applicant** perform criminal background checks on all employment applicants considered for hire? ..... ☐ Yes ☐ No
7. Have the policies and procedures in questions 1-6 above been reviewed by legal counsel within the last 24 months? ..... ☐ Yes ☐ No
8. Are the policies and procedures in questions 1-6 above (consistent or centralized) throughout all of the **Applicants**? ..... ☐ Yes ☐ No
9. Has any **Applicant** undergone within the last 12 months or does any **Applicant** plan to undergo, during the next 12 months any lay-offs, downsizing or any other reduction in work force? ..... ☐ Yes ☐ No  
*If "Yes", please attach full details.*

### EMPLOYMENT PRACTICES LOSS INFORMATION

1. Has there been during the past five years, or is there now pending, any employment-related claims, administrative proceedings, charges, hearings, demands or lawsuits against the **Applicant** or any person proposed for this insurance whether or not insured, including claims involving employees, temporary, leased employees or independent contractors? ..... ☐ Yes ☐ No  
*If "Yes", please provide the date, a brief description, and the damages sought or settlement paid, of such claim, and the current status if pending.*
2. During the past five years, has any claim, or notice of circumstances that could reasonably give rise to a claim, been reported to any previous or existing insurer providing coverage for employment practices liability? ..... ☐ Yes ☐ No  
*If "Yes", please attach full details.*

**To the extent that any matter required to be disclosed in response to questions 1 or 2 above constitutes a "Claim" as defined by the Policy, such matter was made prior to the policy period requested hereunder and therefore would be excluded from coverage.**

3. Does any **Applicant**, or any person proposed for this insurance have any knowledge or information of any fact, circumstance or situation involving any law related to employment that could reasonably give rise to a claim against them? ..... ☐ Yes ☐ No  
*If "Yes", please attach full details.*

**Without prejudice to any other rights and remedies of the Company, any claim arising from any facts or circumstances required to be disclosed in question 3 above is excluded from the proposed insurance.**

Attention: Insureds in AR, CO, DC, KY, LA, NJ, NM, NY, OH, and OK

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to a civil penalty.

(In New York, the civil penalty is not to exceed five thousand dollars and the stated value of the claim for each such violation.)

(In Colorado, any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.)

Attention: Insureds in FL

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a felony of the 3<sup>rd</sup> degree, and may also be subject to a civil penalty.

Attention: Insureds in ME, TN, VA, and WA

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Attention: Insureds in PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Attention: Insureds in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

## D. SIGNATURE

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF THE APPLICANT DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS SET FORTH IN THE ATTACHED TRAVELERS NEW BUSINESS OR RENEWAL APPLICATION FOR INSURANCE ARE TRUE AND COMPLETE AND MAY BE RELIED UPON BY TRAVELERS. IF THE INFORMATION IN ANY APPLICATION CHANGES PRIOR TO THE INCEPTION DATE OF THE POLICY, THE APPLICANT WILL NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY MODIFY OR WITHDRAW ANY OUTSTANDING QUOTATION. THE COMPANY IS AUTHORIZED TO MAKE INQUIRY IN CONNECTION WITH THIS APPLICATION.

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, OR THE APPLICANT TO PURCHASE, THE INSURANCE. IT IS AGREED THAT THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, SHALL BE THE BASIS OF THE INSURANCE AND SHALL BE: (1) IN VA AND UT, PHYSICALLY ATTACHED TO AND PART OF THE POLICY, IF ISSUED; AND (2) IN ALL STATES OTHER THAN VA AND UT, CONSIDERED PHYSICALLY ATTACHED TO AND PART OF THE POLICY, IF ISSUED. THE COMPANY WILL HAVE RELIED UPON THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, IN ISSUING THE POLICY.

ELECTRONICALLY REPRODUCED SIGNATURES WILL BE TREATED AS ORIGINAL.

## E. REQUIRED COMPLETION – PLEASE READ AND SIGN

First Named Insured

Signature of Chairman, President, CEO or Administrator (required)

Date

Title

*G.J. Sullivan Co. Excess and Surplus Lines Brokers, on behalf of the Company, is hereby authorized to make any investigation and inquiry in connection with this application as they may deem necessary.*





**NOTICE:** ALL LIABILITY COVERAGE PARTS FOR WHICH APPLICATION IS MADE APPLY, SUBJECT TO THEIR TERMS, ONLY TO "CLAIMS" FIRST MADE OR DEEMED MADE AGAINST "INSUREDS" DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD, IF APPLICABLE. THE LIMIT OF LIABILITY AVAILABLE TO PAY LOSSES WILL BE REDUCED BY THE AMOUNTS INCURRED AS "DEFENSE EXPENSES", AND "DEFENSE EXPENSES" WILL BE APPLIED AGAINST THE RETENTION AMOUNT. THE COMPANY HAS NO DUTY TO DEFEND ANY "CLAIM" UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.

AGENCY	CODE	AGENT NAME / LICENSE NUMBER
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The term "**Applicant**" means the first named insured organization and all other corporations, organizations or other entities, including subsidiaries, proposed for this insurance.

**Please submit the following documents and indicate below which are included in conjunction with this application. Note that the Company may elect to obtain some of this information from public sources, including the internet.**

**REQUIRED GENERAL ATTACHMENTS**

- ☐ Most recent CPA audited financial statements including notes and schedules.
- ☐ Most recent CPA letter to management and management's response.
- ☐ Interim financial statements, if audited financial statements are six (6) months or older.

**REQUIRED D&O ATTACHMENTS**

- ☐ A listing of the Board of Directors, Board of Managers or the Board of Trustees, as applicable, with employers and occupations of each, as well as other boards on which such directors, managers or trustees serve.
- ☐ Copy of the **Applicant's** bylaws, medical staff by-laws, and other operating agreements, if there have been changes during the last twelve (12) months.
- ☐ Current organizational chart of the first named insured organization, listing each subsidiary, controlled non-profit organization and joint venture, including the ownership percentage and tax status of each.
- ☐ If applicable for any **Applicant**, any private placement memorandum(s) or any other documents filed with the Securities Exchange Commission during the last twelve (12) months.
- ☐ A copy of the most recent actuarial study, if any **Applicant's** health care/medical professional liability exposure is self-insured or insured by means of a trust, captive, risk sharing arrangement or pool.

**REQUIRED EPL ATTACHMENTS**

- ☐ Directors, Officers & Trustees required attachments.
- ☐ A copy of any changes made in the Employee Handbook or any Human Resources policies and procedures during the last twelve (12) months.
- ☐ Most recent EEO-1 report, if **Applicant** has 1,000 or more employees.



## A. COMMON SECTION

### GENERAL INFORMATION

#### Applicant Information:

Name of first named insured organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Website address: \_\_\_\_\_

### CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVE(S)

**If the Risk Manager or authorized representative(s) designated to receive any and all notices concerning this insurance has changed in the last twelve (12) months, please provide the following information.**

Designated Contact: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Street Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Title: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

### REQUESTED INSURANCE TERMS

Coverage	(a) Expiring Limit	(b) Requested Limit	(c) Expiring Retention	(d) Requested Retention
Directors, Officers & Trustees (D&O)	\$	\$	\$	\$
Employment Practices Liability (EPL)	\$	\$	\$	\$

**Only answer the following question if the Requested Limit in Column (b) exceeds the Expiring Limit in Column (a).**

Solely with respect to that portion of any renewal Limit of Liability that exceeds the expiring Limit of Liability for any Liability Coverage(s), are there any facts, circumstances, or situations which could give rise to a claim under the portion of the renewal Limit of Liability that exceeds the expiring Limit of Liability of the proposed insurance? .....

☐ Yes ☐ No

*If "Yes", please attach full details*

**Without prejudice to any other rights and remedies of the Company, any claim arising from any facts, circumstances or situations required to be disclosed is excluded from the portion of any renewal Limit of Liability that exceeds the expiring Limit of Liability in the proposed insurance.**

### CURRENT INSURANCE INFORMATION

Coverage	Carrier	Limit	Retention	Premium	Policy Period
Healthcare / Medical Professional Liability		\$	\$	\$	
General Liability		\$	\$	\$	
Fiduciary Liability		\$	\$	\$	
Crime		\$	\$	\$	
Kidnap & Ransom		\$	\$	\$	
Identity Fraud Expense Reimbursement		\$	\$	\$	

- Have any of the coverages above been cancelled or non-renewed during the last twelve (12) months? (**not applicable in Missouri**) *If "Yes", please attach full details.* ..... ☐ Yes ☐ No
- Are any of the **Applicant's** health care/medical professional liability or general liability coverages self-insured or insured by means of a self-insured trust, captive, risk sharing arrangement or pool? *If "Yes", please attach full details.* ..... ☐ Yes ☐ No
- Does the **Applicant** have coverage for peer review and credentialing activities under any other insurance policy, self-insured trust, captive, risk sharing arrangement or pool? ..... ☐ Yes ☐ No

## B. DIRECTORS, OFFICERS & TRUSTEES LIABILITY COVERAGE

**NOTICE:** The section below only pertains to Directors, Officers & Trustees Liability Coverage.

If Employment Practices Liability Coverage is desired, please complete Section C. of this application.

### SECURITYHOLDER INFORMATION

1. Total Shares	Common	Preferred	Other
Authorized			
Outstanding (stock held by shareholders)			
Voting Shares Outstanding			
Voting Shares Owned by Directors and Officers (direct & beneficial)			
Number of Voting Shareholders			

If there are multiple classes of stock, please attach full details.

2. Please list all securityholders that own more than 5% of any class of security.

Securityholder	Class of Security	% Owned	Director, Trustee or Officer?
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No
		%	<input type="checkbox"/> Yes <input type="checkbox"/> No

If there are more securityholders, please attach full details.

3. Have there been during the past twelve (12) months, or do you anticipate during the next twelve (12) months, any changes in: the number of shareholders; shareholders that own(ed) greater than five percent (5%) of any class of security; class of shares outstanding; or number of shares outstanding? .... ☐ N/A ☐ Yes ☐ No

If "Yes", please attach full details.

### BUSINESS OPERATIONS

1. Does the **Applicant** perform peer review or credentialing activities for its health care staff?..... ☐ Yes ☐ No
  - (a) Does the **Applicant** have formal written policies and procedures in effect that address peer review, credentialing, re-credentialing and decisions that could adversely affect health care staff membership, privileges or licensing? ..... ☐ Yes ☐ No
    - If "Yes", (i) Do written policies and procedures meet NCQA or JCAHO standards or applicable law?..... ☐ Yes ☐ No
    - (ii) Are written policies and procedures provided to all members of the health care staff? ..... ☐ Yes ☐ No
  - (b) Is legal counsel consulted before any recommendation or decision is finalized that could adversely affect health care staff membership, privileges or licensing? ..... ☐ Yes ☐ No
  - (c) During the last five (5) years has any **Applicant** been subject to any legal recourse associated with restriction or suspension of the license or privileges of any member of the health care staff? ..... ☐ Yes ☐ No
2. Have there been during the past twelve (12) months, or do you anticipate during the next twelve (12) months, any change in the Board of Directors, Board of Managers, Board of Trustees or executive officers for reasons other than completion of their term or retirement? *If "Yes", please attach full details.* ..... ☐ Yes ☐ No
3. Does any **Applicant** render any standard setting, accrediting, peer review, credentialing, licensing or similar services to any third party? *If "Yes", please attach full details.* ..... ☐ Yes ☐ No
4. Does any **Applicant** provide any non-clinical management or administrative services to any third party under any contract or agreement? *If "Yes", please attach full details.* ..... ☐ Yes ☐ No
5. Is any **Applicant** managed or administered by any third party under contract or agreement? *If "Yes", please attach full details.* ..... ☐ Yes ☐ No
6. Has any **Applicant** undergone during the last twelve (12) months or does any **Applicant** plan to undergo during the next twelve (12) months any of the following
  - (a) actual creation or proposed merger, acquisition, or divestiture? ..... ☐ Yes ☐ No
  - (b) creation of a new subsidiary a division or area of business? ..... ☐ Yes ☐ No
  - (c) issuance of debt, a tax exempt bond offering, a public offering or a private placement of securities? ..... ☐ Yes ☐ No
  - (d) reorganization or arrangement with creditors under federal or state law? ..... ☐ Yes ☐ No
  - (e) closure or consolidations of any branch, location, facility, office, or subsidiary? ..... ☐ Yes ☐ No

*If "Yes" to any of the questions in this section, please attach full details.*

## COMPLIANCE POLICIES AND PROCEDURES

1. Does the **Applicant**:

- (a) have formal written regulatory compliance policies and procedures (*for example, the federal False Claims Act and Health Insurance Portability and Accountability Act (HIPAA)*) addressing the responsibilities of the **Applicant**, its business partners, vendors and employees? ..... ☐ Yes ☐ No

*If "Yes":* Date Implemented: \_\_\_\_\_ Date Last Revised: \_\_\_\_\_

- (b) implement regular compliance education and training? ..... ☐ Yes ☐ No
- (c) utilize audits or other evaluation techniques to monitor compliance? ..... ☐ Yes ☐ No
- (d) utilize outside counsel to provide an opinion as to whether there could be a violation of law? ..... ☐ Yes ☐ No

2. Has any **Applicant**:

- (a) been subject to any regulatory investigation or indictment involving patient billing, business referral(s) or any anti-kick back law? ..... ☐ Yes ☐ No
- (b) been subject to any type of federal or state mandate or regulatory compliance oversight (*for example, a corporate integrity agreement*)? ..... ☐ Yes ☐ No
- (c) been subject to any type of regulatory monetary settlement, fine or penalty? ..... ☐ Yes ☐ No

*If "Yes" to any of the questions above, please attach full details.*

3. Does the **Applicant** have a formal written conflict of interest policy? ..... ☐ Yes ☐ No
4. Does the **Applicant** have a formal charity care policy that meets or exceeds applicable minimum state and federal requirements? ..... ☐ Yes ☐ No

## C. EMPLOYMENT PRACTICES LIABILITY COVERAGE

**NOTICE:** Please complete the section below if Employment Practices Liability coverage is desired.

1. Please provide the total number of employees for all **Applicants** for each category below:

Full Time Employees	Part Time Employees	Leased Employees	Union Employees	Total Employees	Employed Physicians	Independent Contractors

**Provide EEO-1 report, only if an Applicant has 1,000 or more employees.**

2. Turnover of total full time employees for all Applicants during the past (12) months (in number of employees).

Voluntary Terminations:	Involuntary Terminations:	Layoffs:
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## HUMAN RESOURCES

1. During the last twelve (12) months, has the **Applicant** made amendments to any Human Resources policies or procedures or to any Employee Handbook? ..... ☐ Yes ☐ No

*If "Yes", please attach full details.*

If "Yes", were changes reviewed by legal counsel? ..... ☐ Yes ☐ No

Attention: Insureds in AR, CO, DC, KY, LA, NJ, NM, NY, OH, and OK

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may also be subject to a civil penalty.

(In New York, the civil penalty is not to exceed five thousand dollars and the stated value of the claim for each such violation.)

(In Colorado, any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.)

Attention: Insureds in FL

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a felony of the 3<sup>rd</sup> degree, and may also be subject to a civil penalty.

Attention: Insureds in ME, TN, VA, and WA

It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

Attention: Insureds in PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Attention: Insureds in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation with the penalty of a fine of not less than five thousand (5,000) dollars and not more than ten thousand (10,000) dollars, or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years; if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

## D. SIGNATURE

THE UNDERSIGNED AUTHORIZED REPRESENTATIVE OF THE APPLICANT DECLARES THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF, AFTER REASONABLE INQUIRY, THE STATEMENTS SET FORTH IN THE ATTACHED TRAVELERS NEW BUSINESS OR RENEWAL APPLICATION FOR INSURANCE ARE TRUE AND COMPLETE AND MAY BE RELIED UPON BY TRAVELERS. IF THE INFORMATION IN ANY APPLICATION CHANGES PRIOR TO THE INCEPTION DATE OF THE POLICY, THE APPLICANT WILL NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY MODIFY OR WITHDRAW ANY OUTSTANDING QUOTATION. THE COMPANY IS AUTHORIZED TO MAKE INQUIRY IN CONNECTION WITH THIS APPLICATION.

THE SIGNING OF THIS APPLICATION DOES NOT BIND THE COMPANY TO OFFER, OR THE APPLICANT TO PURCHASE, THE INSURANCE. IT IS AGREED THAT THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, SHALL BE THE BASIS OF THE INSURANCE AND SHALL BE: (1) IN VA AND UT, PHYSICALLY ATTACHED TO AND PART OF THE POLICY, IF ISSUED; AND (2) IN ALL STATES OTHER THAN VA AND UT, CONSIDERED PHYSICALLY ATTACHED TO AND PART OF THE POLICY, IF ISSUED. THE COMPANY WILL HAVE RELIED UPON THIS APPLICATION, INCLUDING ANY MATERIAL SUBMITTED THEREWITH, IN ISSUING THE POLICY.

ELECTRONICALLY REPRODUCED SIGNATURES WILL BE TREATED AS ORIGINAL.

## E. REQUIRED COMPLETION – PLEASE READ AND SIGN

First Named Insured

Signature of Chairman, President, CEO or Administrator (required)

Date

Title

*G.J. Sullivan Co. Excess and Surplus Lines Brokers, on behalf of the Company, is hereby authorized to make any investigation and inquiry in connection with this application as they may deem necessary.*

**THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY.  
PLEASE READ ALL TERMS CAREFULLY.**

## **I. INSURING AGREEMENTS**

The Company shall pay on behalf of:

- A. the **Insured Persons Loss** for **Wrongful Acts**, except for **Loss** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification;
- B. the **Insured Organization Loss** for **Wrongful Acts** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification; and
- C. the **Insured Organization Loss** for **Wrongful Acts**;

resulting from any **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period.

The Company shall pay on behalf of the **Insureds Loss** for any **Antitrust Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, subject to the amount set forth in ITEM 5 of the Declarations, as the Antitrust Claim Limit of Liability. The Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for all **Antitrust Claims** shall be the amount set forth in ITEM 5 of the Declarations as the Antitrust Claim Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

If ITEM 5 of the Declarations indicates that any of the following apply:

- a) EMTALA Coverage for violation of the Emergency Medical Treatment and Active Labor Act ("EMTALA") or any similar state or local statutes;
- b) Excess Benefit Transaction Tax Coverage for **Excess Benefit Transaction Tax** involving any **Insured Organization** that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;
- c) HIPAA Violation Coverage for any **HIPAA Violation**; or
- d) Internal Revenue Code Violation Coverage for any **Internal Revenue Code Violation**,

the Company shall pay on behalf of the **Insureds** taxes, fines, penalties and sanctions for each applicable Coverage described in a) through d) above, for which the **Insured** is legally obligated to pay as a result of a **Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, subject to the amount set forth in ITEM 5 of the Declarations as the respective applicable Coverage Limit of Liability for each such Coverage described in a) through d) above. The Company's maximum limit of liability for all taxes, fines, penalties and sanctions for each Coverage described in a) through d) above shall be the amount set forth in ITEM 5 of the Declarations as the respective applicable Coverage Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

## **II. DEFINITIONS**

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type shall have the meanings set forth in this Section II. DEFINITIONS:

A. "**Antitrust Claim**" means any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged violation of any law, rule or regulation relating to antitrust, the prohibition of monopolies, activities in restraint of trade, unfair methods of competition or deceptive acts or practices in trade or commerce, including any actual or alleged violation of the Sherman Act, the Clayton Act, the Robinson-Patman Act, the Federal Trade Commission Act, the Hart-Scott Rodino Antitrust Improvements Act or any rule or regulation promulgated thereunder.

B. "**Claim**" means:

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1. a written demand for monetary or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a criminal proceeding commenced by a filing of charges;
4. a formal administrative or regulatory proceeding, commenced by a filing of charges, formal investigative order, service of summons or similar document;
5. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
6. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** for a **Wrongful Act**, provided that **Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement, or any proceeding against an individual member of the **Health Care Staff** brought by or before any **Governmental Entity**, which is related to the medical license of such individual staff member.

A **Claim** shall be deemed to be made on the earliest date such written notice is received by an **Executive Officer**.

C. "**Credentiaing**" means the process of reviewing a **Health Care Staff** member's or prospective member's credentials, training, demonstrated practical experience, license verification, malpractice history or insurance, in order to determine such member or prospective member's qualification for the granting or renewal of **Health Care Staff** membership or privileges.

D. "**Disqualified Person**" means a "disqualified person" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.

E. "**Employee**" means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:

1. who is on the payroll of the **Insured Organization**, including:
  - a. any in-house general counsel of the **Insured Organization**; and
  - b. any other full-time, part-time, temporary and seasonal workers;
2. who is a volunteer; or
3. whose services have been leased by the **Insured Organization**.

**Independent Contractors** are not **Employees**. The status of an individual as an **Employee** shall be determined as of the date of the alleged **Wrongful Act**.

F. "**Excess Benefit Transaction**" means an "excess benefit transaction" as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.

G. "**Excess Benefit Transaction Tax**" means any excise tax imposed by the Internal Revenue Service on an **Insured Person** who is an **Organizational Manager** as a result of such **Insured Person's** participation in an **Excess Benefit Transaction**.

H. "**Executive Officer**" means the chairperson, chief executive officer, president, chief financial officer, in-house general counsel, chief compliance officer, executive director, **LLC Manager**, human resources manager, or an individual acting in the capacity of a human resources manager, or managing director of the **Insured Organization** or a functional equivalent thereof.

I. "**Governmental Entity**" means the United States of America or any federal, state or local governmental, regulatory or administrative agency or entity.

J. **“Health Care Services”** means health care or treatment, including medical, surgical, psychiatric, dental, ophthalmologic, optometric, podiatric, holistic, nursing, chiropractic, diagnostic imaging, or other professional health care or treatment of any natural person; counseling or other social services in connection with such health care or treatment; furnishing or dispensing of medications, drugs, blood, blood products, tissue, or medical, surgical, psychiatric, dental, ophthalmologic, optometric, podiatric, or chiropractic equipment, supplies or appliances; or the handling of, or the performance of, post-mortem procedures on, human bodies including autopsies and the harvesting of organs.

K. **“Health Care Staff”** means physicians including resident physicians, medical directors, nurses, and other professional health care practitioners providing **Health Care Services** on behalf of the **Insured Organization**.

L. **“HIPAA Violation”** means any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty by an **Insured** in violation of Title II of the Health Insurance Portability and Accountability Act of 1996, amendments to such law, or regulations promulgated under such law concerning privacy of health information.

M. **“Independent Contractor”** means any natural person independent contractor, who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Insured Organization**. The status of an individual as an **Independent Contractor** shall be determined as of the date of the alleged **Wrongful Act**.

N. **“Insured”** means the **Insured Persons** and the **Insured Organization**.

O. **“Insured Organization”** means the **Named Insured** and any **Subsidiary**.

P. **“Insured Person”** means:

1. any natural person who was, is or becomes a duly elected or appointed member of the board of directors, officer, **LLC Manager**, member of the board of trustees, member of the board of regents, member of the board of governors, or a functional equivalent thereof, **Executive Officer**, **Employee**, or member of a duly constituted committee of the **Insured Organization**;

2. any employee of an independent management organization acting as an officer or as the administrator of the **Insured Organization** pursuant to a written contractual agreement with the **Insured Organization** and solely while performing his or her duties in such capacity as specified by such contract; or

3. any **Independent Contractor**, but only while acting in his or her capacity as such, and only if the **Insured Organization** actually indemnifies such **Independent Contractor** for liability arising out of any **Claim**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

Q. **“Internal Revenue Code Violation”** means any actual or alleged violation of any of the following sections of the Internal Revenue Code of 1986, as amended, involving any **Insured Organization** that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended:

Section 4911 (Taxes on Excess Expenditures to Influence Legislation);  
Section 4941 (a) and (b) (Taxes on Self-Dealing);  
Section 4942 (Taxes on Failure to Distribute Income);  
Section 4943 (Taxes on Excess Business Holdings);  
Section 4944 (Taxes on Investments which Jeopardize Charitable Purpose);  
Section 4945 (Taxes on Taxable Expenditures);  
Section 6652 (c) (1) (A)(B) (Penalties for Failure to File Certain Information Returns or Registration Statements);  
Section 6655 (a)(1) (Penalties for Failure to Pay Estimated Income Taxes); or  
Section 6656(a) and (b) (Penalties for Failure to Make Deposit of Taxes).

R. **“Loss”** means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including: settlements; judgments; compensatory damages; punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages; prejudgment and postjudgment interest; and legal fees and expenses awarded pursuant to a court order or judgment. **“Loss”** does not include:

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1. civil or criminal fines; penalties or sanctions; the multiplied portion of any multiplied damage award; liquidated damages; or damages, penalties or types of relief deemed uninsurable under applicable law; provided that this subpart 1. shall not apply to any EMTALA Coverage, Excess Benefit Transaction Tax Coverage, HIPAA Violation Coverage or Internal Revenue Code Violation Coverage identified as applicable in ITEM 5 of the Declarations;

2. any tax assessed for failure to correct an **Excess Benefit Transaction** assessed against any **Disqualified Person** or any other tax; provided that this subpart 2. shall not apply to any Excess Benefit Transaction Tax Coverage or Internal Revenue Code Violation Coverage identified as applicable in ITEM 5 of the Declarations; or

3. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.

S. **“Organization Manager”** means an “organization manager” as that term is defined in Section 4958 of the Internal Revenue Code of 1986, as amended.

T. **“Outside Entity”** means a corporation or organization:

1. other than the **Insured Organization**, which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; or

2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

U. **“Outside Position”** means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors or a functional equivalent thereof, with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.

V. **“Peer Review”** means **Credentialing** through:

1. formally adopted written procedures, or

2. any duly authorized review of quality and cost of **Health Care Services**,

of members of the **Health Care Staff** by a professional review board or designated committee of the **Insured Organization**.

W. **“Regulatory Action Wrongful Act”** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by any **Insured** in performing or failing to perform any billing (including calculation of payments under any managed care plan), procedure coding, or any submission of any claim, data or report with respect to Medicare or Medicaid under the Social Security Act, as amended, or any similar federal, state or local program; or

2. any offer, acceptance, payment or credit by an **Insured**:

a. in exchange for any patient or other business referral(s) in violation of any federal, state or local law; or

b. in violation of any anti-kickback, self-referral or health care fraud and abuse law, or any similar or related federal, state or local law or regulation.

X. **“Subsidiary”** means:

1. any corporation, partnership or any limited liability company organized under the laws of any state, in which, on or prior to the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or through one or more **Subsidiaries**, more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint such entity’s board of directors, board of trustees, board of managers, or a functional equivalent thereof, or in cases where no such securities have been issued, the ability to control or direct such entity’s managerial decisions;



2. any corporation, partnership or limited liability company operated as a joint venture, and which is scheduled by endorsement to this **Liability Policy**, in which, on or prior to the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or through one or more **Subsidiaries**, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such entity, the **Named Insured** solely controls the management and operation of such entity; or

3. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** forms or acquires during the **Policy Period** in which the **Named Insured** owns, directly or through one or more **Subsidiaries** more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint such entity's board of directors, board of trustees, board of managers or a functional equivalent thereof, or to exercise a majority control of the board of directors, board of trustees, board of managers or a functional equivalent thereof.

Y. **"Wrongful Act"** means:

1. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against an **Insured Person** in his or her capacity as such;

2. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against an **Insured Person** in his or her **Outside Position**; or

3. any actual or alleged act, error, omission, misstatement, misleading statement or breach of duty or neglect by, or any matter asserted against the **Insured Organization**.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** shall be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

### III. EXCLUSIONS

A. This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

1. for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot;

2. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, loss of reputation, libel, slander, oral or written publication of defamatory or disparaging material, or invasion of privacy; provided that this exclusion shall not apply to a) allegations of emotional distress, mental anguish, humiliation, or loss of reputation if and only to the extent that such allegations are made by a current, former or prospective member of the **Health Care Staff** as part of a **Claim** relating to **Peer Review** or **Credentialing** activities, or b) invasion of privacy arising out of, or in any way relating to a **HIPAA Violation**;

3. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material, including infectious nuclear waste or nuclear medical waste;

4. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Pollution**; provided that this exclusion shall not apply to any **Claim** to which Insuring Agreement A. solely applies;

5. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**;

6. for or arising out of facts, transactions or events which are or reasonably would be regarded as a **Wrongful Act**, about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**;

7. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any fact, circumstance, situation, transaction, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct or indirect renewal or replacement;

8. for any actual or alleged violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 ("ERISA"), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA;

9. for any actual or alleged violation of responsibilities, duties or obligations under any law concerning social security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation, or for any actual or alleged violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), the National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA) (except the Equal Pay Act), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation;

10. by or on behalf of, or in the name or right of, any **Insured**; provided that this exclusion shall not apply to:

a. any **Claim** brought by a receiver, liquidator, bankruptcy trustee or similar official of the **Insured Organization**;

b. any **Claim** brought by any current, former or prospective member of the **Health Care Staff** with respect to **Peer Review** or **Credentialing** activities;

c. any **Claim** in the form of a crossclaim, third party claim or other claim for contribution or indemnity by an **Insured Person** and which is part of or results directly from a **Claim** which is not otherwise excluded by the terms of this **Liability Coverage**;

d. any **Claim** brought or maintained by a natural person who was a member of the board of directors, officer, member of the board of trustees, member of the board of managers, or a functional equivalent thereof, but who has not served in such capacity for at least four (4) years preceding the date the **Claim** is first made; and who brings and maintains the **Claim** without the solicitation, assistance or participation of any current member of the board of directors, officer, member of the board of trustees, board of managers, or functional equivalent thereof or anyone who has served in such capacity during the four (4) year period immediately preceding the date the **Claim** is first made; or

11. based upon, alleging, arising out of, or in any way relating to, directly or indirectly:

a. the offer, sale, solicitation or distribution of securities issued by the **Insured Organization**; or

b. the actual or alleged violation of any federal, state, local or provincial statute relating to securities, including but not limited to the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder;

provided that this exclusion will not apply to any tax exempt debt offering;

12. by or on behalf of, or in the name or right of, any **Outside Entity** against an **Insured Person** for a **Wrongful Act** in his or her **Outside Position** with respect to such **Outside Entity**;

13. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**;

14. for any actual or alleged liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement;

15. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any actual or alleged liability of any **Insured** under any express contract or agreement; provided that this exclusion shall not apply to liability which would have attached in the absence of such express contract or agreement, and that, for the purposes of this exclusion, an express contract or agreement is an actual agreement among the contracting parties, the terms of which are openly stated in distinct or explicit language, either orally or in writing, at the time of its making;

16. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any employment related **Wrongful Act** ;

17. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any actual or alleged **Regulatory Action Wrongful Act**;

18. with respect to Insuring Agreement C. only, for any actual or alleged plagiarism, misappropriation, infringement or violation of copyright, patent, trademark, service mark, trade name, trade secret or any other intellectual property rights.

B. The Company shall have no duty to pay **Loss**, other than **Defense Expenses** for any **Claim**:

1. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Insured**:
  - a. committing any intentionally dishonest or fraudulent act or omission;
  - b. committing any willful violation of any statute, rule or law; or
  - c. gaining in fact any profit, remuneration or advantage to which such **Insured** was not legally entitled

provided that this Exclusion B.1(a) and (b) shall not apply unless a judgment or other final adjudication establishes that such **Insured** committed such intentionally dishonest or fraudulent act or omission, or willful violation of any statute, rule or law; or

2. seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including but not limited to actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation.

#### IV. SEVERABILITY OF EXCLUSIONS.

No conduct of any **Insured Person** shall be imputed to any other **Insured Person** to determine the application of any of the Exclusions set forth in Section III. EXCLUSIONS above. Solely with respect to Exclusion B. 1. set forth above, only the conduct of or knowledge possessed by any **Executive Officer** shall be imputed to the **Insured Organization** to determine if coverage is available.

#### V. CONDITIONS

##### A. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** shall refuse to consent to such Settlement Offer, the **Insured** shall be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** shall also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** shall not exceed the remaining applicable limit of liability.

##### B. COINSURANCE

Solely with regard to any **Loss** resulting from any **Antitrust Claim** other than under Insuring Agreement A, the **Insured** shall bear uninsured and at its own risk:

a. the retention amount set forth in ITEM 5 of the Declarations as the Antitrust Claim Retention; and

b. the percentage of **Loss** set forth in ITEM 5 of the Declarations as the Antitrust Claim Coinsurance Percentage that is excess of the applicable Antitrust Claim Retention.

#### C. PRESUMPTION OF INDEMNIFICATION

Regardless of whether **Loss** resulting from any **Claim** against **Insured Persons** is actually indemnified, Insuring Agreement B. and the Retention set forth in the Declarations shall apply to any **Loss** as to which indemnification by the **Insured Organization** or any **Outside Entity** is legally permissible, whether or not actual indemnification is made, unless such indemnification is not made by the **Insured Organization** or such **Outside Entity** solely by reason of its **Financial Insolvency**.

The certificate of incorporation, charter, articles of association or other organizational documents of the **Insured Organization** and each **Outside Entity**, including by-laws and resolutions, will be deemed to have been adopted or amended to provide indemnification to the **Insured Persons** to the fullest extent permitted by law.

#### D. OTHER INSURANCE AND INDEMNIFICATION

This **Liability Coverage** shall apply only as excess insurance over, and shall not contribute with: (1) any other valid and collectible insurance available to any **Insured**, including but not limited to any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; (2) any self-insurance or self-insurance program of the **Insured**, or any self-insured retention obligation assumed by the **Insured** under any valid insurance, including but not limited to any healthcare professional liability insurance, any comprehensive general liability insurance, or any comprehensive healthcare liability insurance; or (3) indemnification to which any **Insured Person** is entitled from any **Outside Entity**. This **Liability Coverage** will not be subject to the terms of any other insurance.

#### E. OUTSIDE POSITIONS – LIMIT OF LIABILITY

If any **Claim** against the **Insureds** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for all **Loss**, including **Defense Expenses**, for such **Claim** shall not exceed the largest single available limit of liability under any such coverage.

#### F. ORDER OF PAYMENTS

If **Loss** from any **Claim** exceeds the remaining applicable limit of liability as set forth in ITEM 5 of the Declarations:

1. the Company will first pay **Loss** for such **Claim** to which Insuring Agreement A. applies; then

2. to the extent that any amount of the applicable limit of liability shall remain available, the Company shall pay **Loss** for such **Claim** to which Insuring Agreements B. and C. apply.

Upon written request of the **Insured Organization** by and through any **Executive Officer**, the Company shall either pay or withhold payment of **Loss** from such **Claim** under Insuring Agreements B. and C., as applicable. In the event of a written request to withhold payment, the Company shall make any future payment only for **Loss** from any such **Claim** to which Insuring Agreement A. applies, unless otherwise so instructed upon written request by and through an **Executive Officer** of the **Insured Organization**.

**THIS IS A CLAIMS MADE COVERAGE WITH DEFENSE EXPENSES INCLUDED IN THE LIMIT OF LIABILITY. PLEASE READ ALL TERMS CAREFULLY.**

**I. INSURING AGREEMENTS**

A. The Company shall pay on behalf of the **Insured Loss** for any **Employment Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Wrongful Employment Practice**.

B. If ITEM 5 of the Declarations indicates that Third Party Wrongful Act Coverage has been purchased, the Company shall pay on behalf of the **Insured Loss** for any **Third Party Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, for a **Third Party Wrongful Act**.

**II. DEFINITIONS**

Wherever appearing in this **Liability Coverage**, the following words and phrases appearing in bold type shall have the meanings set forth in this Section II. DEFINITIONS:

A. “**Claim**” means an **Employment Claim** or, if Third Party Wrongful Act Coverage is purchased, a **Third Party Claim**.

A **Claim** shall be deemed to be made on the earliest date such written notice is received by an **Executive Officer**.

B. “**Claimant**” means:

1. a past, present or future **Employee** of, or applicant for employment with, the **Insured Organization**;
2. a **Governmental Entity** or agency, including but not limited to the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of or for the benefit of a past, present or future **Employee** or applicant for employment; or
3. any **Independent Contractor**.

C. “**Credentiaing**” means the process of reviewing a **Health Care Staff** member’s or prospective member’s credentials, including training, demonstrated practical experience, license verification, malpractice history or insurance, in order to determine such member’s or prospective member’s qualification for the granting or renewal of **Health Care Staff** membership or privileges.

D. “**Discrimination**” means any actual or alleged:

1. violation of any employment discrimination law; or
2. disparate treatment of, or the failure or refusal to hire a **Claimant** or **Outside Claimant** because he or she is or claims to be a member of a class which is or is alleged to be legally protected.

E. “**Employee**” means a natural person whose labor or service is engaged by and directed by the **Insured Organization** and:

1. who is on the payroll of the **Insured Organization**, including:
  - a. any in-house general counsel of the **Insured Organization**; and

- b. any other full-time, part-time, temporary and seasonal workers;
- 2. who is a volunteer; or
- 3. whose services have been leased by the **Insured Organization**.

**Independent Contractors** are not **Employees**. The status of an individual as an **Employee** shall be determined as of the date of the alleged **Wrongful Act**.

F. “**Employment Agreement**” means any express or implied employment agreement regardless of the basis in which such agreement is alleged to exist, other than a collective bargaining agreement.

G. “**Employment Claim**” means:

- 1. a written demand for monetary damages or non-monetary relief;
- 2. a civil proceeding commenced by service of a complaint or similar pleading;
- 3. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons or similar document, including a proceeding before the Equal Employment Opportunity Commission or any similar governmental agency; provided that in the context of an audit conducted by the Office of Federal Contract Compliance Programs, **Employment Claim** shall be limited to a Notice of Violation or Order to Show Cause or written demand for monetary or non-monetary relief;
- 4. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company’s written consent, such consent not to be unreasonably withheld; or
- 5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** by or on behalf of or for the benefit of a **Claimant**, or against an **Insured Person** serving in an **Outside Position** by or on behalf of or for the benefit of an **Outside Claimant**, for a **Wrongful Employment Practice**; provided that **Employment Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement, any type of criminal proceeding, or any **Peer Review** activities.

H. “**Executive Officer**” means the chairperson, chief executive officer, president, chief financial officer, in-house general counsel, chief compliance officer, executive director, **LLC Manager**, human resources manager, or an individual acting in the capacity of a human resources manager, or managing director of the **Insured Organization** or a functional equivalent thereof.

I. “**Governmental Entity**” means the United States of America or any federal, state or local governmental, regulatory or administrative agency or entity.

J. “**Health Care Services**” means health care or treatment, including medical, surgical, psychiatric, dental, ophthalmologic, optometric, podiatric, holistic, nursing, chiropractic, diagnostic imaging, or other professional health care or treatment of any natural person; counseling or other social services in connection with such health care or treatment; furnishing or dispensing of medications, drugs, blood, blood products, tissue, or medical, surgical, psychiatric, dental, ophthalmologic, optometric, podiatric, or chiropractic equipment, supplies or appliances; or the handling of, or the performance of, post-mortem procedures on, human bodies including autopsies and the harvesting or organs.

K. “**Health Care Staff**” means physicians including resident physicians, medical directors, nurses, and other healthcare practitioners providing **Health Care Services** on behalf of the **Insured Organization**, but only for a **Claim** where such **Health Care Staff** member is actually indemnified by the **Insured Organization**.

L. “**Independent Contractor**” means any natural person independent contractor who performs labor or service for the **Insured Organization** pursuant to a written contract or agreement, where such labor or service is under the exclusive

direction of the **Insured Organization**. The status of an individual as an **Independent Contractor** shall be determined as of the date of the alleged **Wrongful Act**.

M. “**Insured**” means the **Insured Persons** and the **Insured Organization**.

N. “**Insured Organization**” means the **Named Insured** and any **Subsidiary**.

O. “**Insured Person**” means any natural person who was, is or becomes an **Employee**, duly elected or appointed member of the board of directors, officer, member of the board of trustees, member of the board of regents, member of the board of governors, natural person partner, **LLC Manager** or a functional equivalent thereof of the **Insured Organization** for **Wrongful Acts** committed in the discharge of his or her duties as such, or while serving in an **Outside Position**.

In the event of the death, incapacity or bankruptcy of an **Insured Person**, any **Claim** against the estate, heirs, legal representatives or assigns of such **Insured Person** for a **Wrongful Act** of such **Insured Person** will be deemed to be a **Claim** against such **Insured Person**.

P. “**Loss**” means **Defense Expenses** and money which an **Insured** is legally obligated to pay as a result of a **Claim**, including settlements; judgments; back and front pay; compensatory damages; punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary, or multiplied damages; prejudgment and postjudgment interest; and legal fees and expenses of a **Claimant** or **Outside Claimant** awarded pursuant to a court order or judgment. “**Loss**” does not include:

1. civil or criminal fines; sanctions; liquidated damages other than liquidated damages awarded under the Age Discrimination in Employment Act or the Equal Pay Act; payroll or other taxes; or damages, penalties or types of relief deemed uninsurable under applicable law;

2. future compensation, including salary or benefits, for a **Claimant** or **Outside Claimant** who has been or will be hired, promoted or reinstated to employment pursuant to a settlement, court order, judgment, award or other resolution of a **Claim**; or that part of any judgment or settlement which constitutes front pay, future monetary losses including but not limited to pension and other benefits, or other future economic relief or the value or equivalent thereof, if the **Insured** has been ordered, or has the option pursuant to a judgment, order or other award or disposition of a **Claim**, to promote, accommodate, reinstate, or hire the **Claimant** or **Outside Claimant** to whom such sums are to be paid, but fails to do so;

3. medical, pension, disability, life insurance, stock options or other similar employee benefits, except and to the extent that a judgment or settlement of a **Claim** includes a monetary component measured by the value of pension, medical, disability, life insurance, stock options or other similar employee benefits, as consequential damages for a **Wrongful Act**; or

4. any amount allocated to non-covered loss pursuant to Section III. CONDITIONS P. ALLOCATION of the Liability Coverage Terms and Conditions.

Q. “**Outside Claimant**” means:

1. a past, present or future **Outside Employee** of, or applicant for employment with, an **Outside Entity**;
2. a **Governmental Entity** or agency, including but not limited to the Equal Employment Opportunity Commission or similar federal, state or local agency, when acting on behalf of, or for the benefit of, present or former **Outside Employees** or applicants for employment; or
3. any natural person independent contractor who performs labor or service solely for the **Outside Entity** on a full-time basis pursuant to a written contract or agreement, where such labor or service is under the exclusive direction of the **Outside Entity**.

R. “**Outside Employee**” means a natural person whose labor or service is engaged by and directed by an **Outside Entity** and:

1. who is on the payroll of an **Outside Entity**, including:
  - a. any in-house general counsel of the **Outside Entity**; and
  - b. any other full-time, part-time, temporary and seasonal workers;
2. who is a volunteer; or
3. whose services have been leased by the **Outside Entity**.

The status of an individual as an **Outside Employee** shall be determined as of the date of the alleged **Wrongful Employment Practice**.

S. “**Outside Entity**” means a corporation or organization:

1. other than the **Insured Organization**, which is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; or
2. specifically scheduled as an **Outside Entity** by endorsement to this **Liability Policy**.

T. “**Outside Position**” means service by an **Insured Person** as a member of the board of directors, officer, member of the board of trustees, member of the board of managers, member of the board of regents, member of the board of governors or a functional equivalent thereof with an **Outside Entity**, but only during such time that such service is with the knowledge, consent, and at the specific request of the **Insured Organization**.

U. “**Peer Review**” means **Credentialing** :

1. formally adopted written procedures, or
2. any duly authorized review of quality and cost of **Health Care Services**,

of members of the **Health Care Staff** by a professional review board or designated committee of the **Insured Organization**.

V. “**Retaliation**” means any actual or alleged **Wrongful Termination** or other adverse employment action against a **Employee** or **Outside Employee** on account of such **Employee's** or **Outside Employee's** exercise or attempted exercise of rights protected by law, refusal to violate any law, disclosure or threat to disclose to a superior or to any **Governmental Entity** alleged violations of the law, or on account of the **Employee** or **Outside Employee** having assisted or testified in or cooperated with a proceeding or investigation regarding alleged violations of law.

W. “**Sexual Harassment**” means any actual or alleged unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature:

1. which is made a term or condition of a **Claimant's** or **Outside Claimant's** employment or advancement;
2. which the submission to, or rejection of, is used as a basis for decisions affecting the **Claimant** or **Outside Claimant**; or
3. which has the purpose or effect of creating an intimidating, hostile or offensive work environment.

X. “**Subsidiary**” means:

1. any corporation, partnership or any limited liability company organized under the laws of any state, in which, on or prior to the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or through one or more **Subsidiaries**, more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint such entity's board of directors, board of trustees, board of managers or a



functional equivalent thereof, or in cases where no such securities have been issued, the ability to control or direct such entity's managerial decisions;

2. any corporation, partnership or limited liability company operated as a joint venture, and which is scheduled by endorsement to this **Liability Policy**, in which, on or prior to the Inception Date set forth in ITEM 2 of the Declarations, the **Named Insured** owns, directly or through one or more **Subsidiaries**, exactly fifty percent (50%) of the issued and outstanding voting stock and which, pursuant to a written agreement with the owner(s) of the remaining issued and outstanding voting stock of such entity, the **Named Insured** solely controls the management and operation of such entity; or

3. subject to the provisions set forth in Section III. CONDITIONS L. ACQUISITIONS of the Liability Coverage Terms and Conditions, any entity that the **Insured Organization** forms or acquires during the **Policy Period** in which the **Named Insured** owns, directly or through one or more **Subsidiaries** more than fifty percent (50%) of the outstanding securities or voting rights representing the right to vote for the election of, or to appoint such entity's board of directors, board of trustees, board of managers or a functional equivalent thereof, or to exercise a majority control of the board of directors, board of trustees, board of managers or a functional equivalent thereof.

Y. **"Third Party Claim"** means:

1. a written demand for monetary or non-monetary relief;
2. a civil proceeding commenced by service of a complaint or similar pleading;
3. a formal administrative or regulatory proceeding commenced by the filing of a notice of charges, formal investigative order, service of summons, or similar document;
4. an arbitration, mediation or similar alternative dispute resolution proceeding if the **Insured** is obligated to participate in such proceeding or if the **Insured** agrees to participate in such proceeding, with the Company's written consent, such consent not to be unreasonably withheld; or
5. a written request to toll or waive a statute of limitations relating to a potential civil or administrative proceeding;

against an **Insured** by or on behalf of or for the benefit of any natural person other than a **Claimant** for a **Third Party Wrongful Act**; provided that **Third Party Claim** does not include any labor or grievance arbitration or other proceeding pursuant to a collective bargaining agreement, any type of criminal proceeding, or any **Peer Review** activities.

Z. **"Third Party Wrongful Act"** means, with respect to any natural person other than a **Claimant**, any actual or alleged:

1. disparate treatment in violation of any discrimination law or because he or she is or claims to be a member of a class which is or is alleged to be legally-protected; or
2. unwelcome sexual advances, requests for sexual favors or any other conduct of a sexual nature which violates the civil rights of any such person,  
  
committed or attempted by any **Insured**.

AA. **"Workplace Harassment"** means any actual or alleged harassment, other than **Sexual Harassment**, which creates a work environment that interferes with job performance, or creates an intimidating, hostile, or offensive work environment.

BB. **"Wrongful Act"** means:

1. a **Wrongful Employment Practice** occurring in the course of or arising out of a **Claimant's** employment, application for employment or performance of services with the **Insured Organization**;

2. a **Wrongful Employment Practice** by an **Insured Person** in his or her **Outside Position** occurring in the course of or arising out of an **Outside Claimant's** employment, application for employment or performance of services with an **Outside Entity**; or

3. a **Third Party Wrongful Act**, if ITEM 5 of the Declarations indicates that Third Party Wrongful Acts Coverage has been purchased.

All **Related Wrongful Acts** are a single **Wrongful Act** for purposes of this **Liability Coverage**, and all **Related Wrongful Acts** shall be deemed to have occurred at the time the first of such **Related Wrongful Acts** occurred whether prior to or during the **Policy Period**.

CC. “**Wrongful Employment Practice**” means any actual or alleged:

1. **Discrimination**;
2. **Retaliation**;
3. **Sexual Harassment**;
4. **Workplace Harassment**;
5. **Wrongful Termination**;
6. breach of **Employment Agreement**;
7. violation of the Family Medical Leave Act;
8. employment-related misrepresentation;
9. defamation, including libel or slander, or invasion of privacy;
10. failure to create or enforce adequate workplace or employment policies and procedures, employ or promote, or grant tenure;
11. wrongful discipline, denial of training, deprivation of career opportunity, denial or deprivation of seniority, or evaluation; and
12. negligent hiring, supervision of others, training, or retention, but only if such act is alleged in connection with a **Wrongful Employment Practice** set forth in 1. through 11. above.

DD. “**Wrongful Termination**” means the actual, alleged or constructive termination of an employment relationship between a **Claimant** and the **Insured Organization**, or the actual or constructive termination of an employment relationship between an **Outside Claimant** and an **Outside Entity**, in a manner or for a reason which is contrary to applicable law or public policy, or in violation of an **Employment Agreement**.

### III. EXCLUSIONS

A. This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

1. for any actual or alleged damage to, or destruction of, loss of, or loss of use of, any tangible property including without limitation inadequate or insufficient protection from soil or ground water movement, soil subsidence, mold, toxic mold, spores, mildew, fungus, or wet or dry rot;
2. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged bodily injury, sickness, disease, death, or loss of consortium; provided that this exclusion shall not apply to that portion of a **Claim** seeking **Loss** for emotional distress, mental anguish, humiliation, or loss of reputation;

3. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material, including infectious nuclear waste or nuclear medical waste; provided that this exclusion shall not apply to **Claims for Retaliation**;

4. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any **Pollution**; provided that this exclusion shall not apply to **Claims for Retaliation**;

5. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any fact, circumstance, situation, transaction, event or **Wrongful Act** underlying or alleged in any prior or pending civil, criminal, administrative or regulatory proceeding, including audits initiated by the Office of Federal Contract Compliance Programs, against any **Insured** as of or prior to the applicable Prior and Pending Proceeding Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**;

6. for or arising out of facts, transactions or events which are or reasonably would be regarded as a **Wrongful Act**, about which any **Executive Officer** had knowledge prior to the applicable Continuity Date set forth in ITEM 5 of the Declarations for this **Liability Coverage**;

7. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any fact, circumstance, situation, transaction, event or **Wrongful Act** which, before the Inception Date set forth in ITEM 2 of the Declarations, was the subject of any notice of claim or potential claim given by or on behalf of any **Insured** under any policy of insurance of which this **Liability Coverage** is a direct or indirect renewal or replacement;

8. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Retaliation** in connection with the Federal False Claims Act, any anti-kickback, self-referral or healthcare fraud and abuse law, including amendments thereto and regulations thereunder, or any similar or related federal, state or local law or regulation;

9. for any actual or alleged violation of responsibilities, duties or obligations under any law concerning social security, unemployment insurance, workers' compensation, disability insurance, or any similar or related federal, state or local law or regulation; or for any actual or alleged violation of the Worker Adjustment and Retraining Notification Act (WARN), Occupational Safety and Health Act (OSHA), Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; provided that this exclusion shall not apply to:

a. **Claims for Retaliation**, other than a **Claim** to which exclusion A.8. above applies; or

b. **Defense Expenses** in connection with a **Claim** for any actual or alleged violation of WARN or OSHA, or amendments thereto or regulations promulgated thereunder;

10. for any actual or alleged liability of others assumed by an **Insured** under any contract or agreement, whether oral or written, except to the extent that the **Insured** would have been liable in the absence of such contract or agreement;

11. for any actual or alleged violation of responsibilities, duties or obligations under the Employee Retirement Income Security Act of 1974 ("ERISA"), including amendments thereto and regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for an **Insured's** failure or refusal to establish, contribute to, pay for, insure, maintain, provide benefits pursuant to, or enroll or maintain the enrollment of an **Employee or Outside Employee** or dependent in, any employee benefit plan, fund or program, including contracts or agreements which are not subject to the provisions of ERISA; provided that this exclusion shall not apply to **Claims for Retaliation**;

12. for any actual or alleged violation of responsibilities, duties or obligations imposed on an **Insured** under the National Labor Relations Act (NLRA) or amendments thereto or regulations promulgated thereunder, or any similar or related federal, state or local law or regulation; or for any actual or alleged lockout, strike, picket line, hiring of replacement workers or other similar action in connection with any labor dispute or labor negotiation;

13. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**;

14. for a **Third Party Claim**:

- a. alleging price discrimination, or other violation of any antitrust or unfair trade practices law; or
- b. against an **Insured Person** solely due to their service in an **Outside Position**; or

15. for any actual or alleged liability under any agreement governing the terms of the labor or service of an **Independent Contractor**, temporary worker or leased employee with the **Insured Organization** or for liability under any agreement governing the terms of the labor or service of any natural person independent contractor who performs labor or service solely for the **Outside Entity** on a full-time basis pursuant to a written contract or agreement.

B. The Company shall have no duty to pay **Loss**, other than **Defense Expenses**, for any **Claim**:

1. seeking costs and expenses incurred or to be incurred to comply with an order, judgment or award of injunctive or other equitable relief of any kind, or that portion of a settlement encompassing injunctive or other equitable relief, including but not limited to actual or anticipated costs and expenses associated with or arising from an **Insured's** obligation to provide reasonable accommodation under, or otherwise comply with, the Americans With Disabilities Act or the Rehabilitation Act of 1973, including amendments thereto and regulations thereunder, or any similar or related federal, state or local law or regulation;

2. seeking severance pay, damages or penalties under an express written **Employment Agreement**, or under any policy or procedure providing for payment in the event of separation from employment; or sums sought solely on the basis of a claim for unpaid services; or

3. for an alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided that this exclusion shall not apply to **Claims** for **Retaliation** or any actual or alleged violation of the Equal Pay Act.

The Company's maximum aggregate limit of liability for all **Defense Expenses** resulting from **Claims** for an alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**, except for **Claims** for **Retaliation** or any actual or alleged violation of the Equal Pay Act, shall be \$100,000, which amount shall be part of and not in addition to, the applicable Limit of Liability set forth in the Declarations;

#### IV. CONDITIONS

##### A. SETTLEMENT

The Company may, with the written consent of the **Insured**, make such settlement or compromise of any **Claim** as the Company deems expedient. In the event that the Company recommends an offer of settlement of any **Claim** which is acceptable to the claimant(s) (a "Settlement Offer"), and if the **Insured** shall refuse to consent to such Settlement Offer, the **Insured** shall be solely responsible for thirty percent (30%) of all **Defense Expenses** incurred or paid by the **Insured** after the date the **Insured** refused to consent to the Settlement Offer, and the **Insured** shall also be responsible for thirty percent (30%) of all **Loss**, other than **Defense Expenses**, in excess of the Settlement Offer, provided that the Company's liability under this **Liability Coverage** for such **Claim** shall not exceed the remaining applicable limit of liability.

##### B. OTHER INSURANCE

Except for **Claims** against **Insured Persons** for **Wrongful Employment Practices** in their **Outside Positions**, this **Liability Coverage** shall apply only as excess insurance over, and shall not contribute with any:

1. fiduciary liability insurance or other insurance which applies to any claim for any violation of ERISA (other than Fiduciary Liability coverage, if purchased from the Company); or
2. insurance which applies to any **Claim**:

- a. against an **Independent Contractor** or leased or temporary employee; or
- b. for a **Third Party Wrongful Act**.

With respect to **Claims** against **Insured Persons** for **Wrongful Employment Practices** in their **Outside Positions**, this **Liability Coverage** shall apply only as excess insurance over, and shall not contribute with: (1) any other valid and collectible insurance available to any **Insured**, including but not limited to any insurance under which there is a duty to defend, unless such insurance is written specifically excess of this **Liability Coverage** by reference in such other policy to the Policy Number of this **Liability Policy**; (2) any self-insurance or self-insurance program of the **Insured**, or any self-insured retention obligation assumed by the **Insured**, under any valid insurance, including but not limited to any healthcare professional liability insurance, any comprehensive general liability insurance, or any comprehensive healthcare liability insurance; or (3) indemnification to which an **Insured Person** is entitled from any **OutsideEntity**. This **Liability Coverage** will not be subject to the terms of any other insurance.

C. OUTSIDE POSITIONS – LIMIT OF LIABILITY

If any **Claim** against an **Insured Person** gives rise to an obligation both under this **Liability Coverage** and under any other coverage or policy of insurance issued by the Company or any of its affiliates to any **Outside Entity**, the Company's maximum aggregate limit of liability under all such policies for any **Loss**, for such **Claim** shall not exceed the largest single available limit of liability under such coverage.

**DECLARATIONS**

**POLICY NO.**

Travelers Casualty and Surety Company of America  
Hartford, Connecticut 06183-9062  
(A Stock Insurance Company, herein called the Company)

**THE LIABILITY COVERAGES ARE WRITTEN ON A CLAIMS-MADE BASIS. THE LIABILITY COVERAGES COVER ONLY CLAIMS FIRST MADE AGAINST INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.**

ITEM 1	<p><b>NAMED INSURED:</b> <u>&lt;enter name&gt;</u></p> <p>D/B/A: <u>&lt;enter name of d/b/a&gt;</u></p> <p>Principal Address: <u>&lt;enter address&gt;</u></p>
ITEM 2	<p><b>POLICY PERIOD:</b> Inception Date: <u>&lt;enter date&gt;</u>      Expiration Date: <u>&lt;enter date&gt;</u> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p><b>ALL NOTICES OF CLAIMS OR LOSS TO THE COMPANY MUST BE ADDRESSED TO:</b> Travelers Casualty and Surety Company of America Bond &amp; Financial Products Claim One Tower Square, 2S2 Hartford, CT 06183-9062 Email: BondLossNotices@travelers.com Fax: (888)201-5587</p>

ITEM 4	<p><b>COVERAGES INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</b> Only those coverages marked “<input checked="" type="checkbox"/>” are included in this policy.</p> <p><b><u>Liability Coverages</u></b></p> <p><input type="checkbox"/> <b>Health Care Organization Directors, Officers and Trustees Liability</b></p> <p><input type="checkbox"/> <b>Health Care Organization Employment Practices Liability</b></p>
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**COVERAGE FEATURES:**

Only those coverage features marked “☒ Applicable” are included in this policy.

**Health Care Organization Directors, Officers and Trustees Liability**

**Limit of Liability:**            \$<enter amount>    for all **Claims**

**Additional Defense Coverage:**            ☐ Applicable            ☐ Not Applicable

**Additional Defense Limit of Liability:**            \$<enter amount> for all **Claims**

**Antitrust Claim Limit of Liability:**            \$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein

**Antitrust Claim Coinsurance Percentage:**    <enter percentage%> for each **Antitrust Claim**

**EMTALA Coverage:**            ☐ Applicable            ☐ Not Applicable

**EMTALA Coverage Limit of Liability:**            \$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein

**Excess Benefit Transaction Tax Coverage:**            ☐ Applicable            ☐ Not Applicable

**Excess Benefit Transaction Tax Coverage Limit of Liability:**            \$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein

**HIPAA Violation Coverage:**            ☐ Applicable            ☐ Not Applicable

**HIPAA Violation Coverage Limit Of Liability:**            \$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein

**Internal Revenue Code Violation:**            ☐ Applicable            ☐ Not Applicable

**Internal Revenue Code Violation Limit of Liability:**            \$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein

**Retention:**            \$<enter amount> for each **Claim** under Insuring Agreement B.  
\$<enter amount> for each **Claim** under Insuring Agreement C.  
\$<enter amount> for each **Antitrust Claim**

**Prior and Pending Proceeding Date:**            <enter date>

**Continuity Date:**            <enter date>



ITEM 5  
(Continued)

**COVERAGE FEATURES (Continued):**

Only those coverage features marked “☒ Applicable” are included in this policy.

**Health Care Organization Employment Practices Liability**

**Limit of Liability:**      \$<enter amount>      for all **Claims**

**Third Party Wrongful Act Coverage:**      ☐ Applicable      ☐ Not Applicable

**Additional Defense Coverage:**      ☐ Applicable      ☐ Not Applicable

**Additional Defense Limit of Liability:**      \$<enter amount>      for all **Claims**

**Retention:**      \$<enter amount>      for each **Claim** under Insuring Agreement A.  
                         \$<enter amount>      for each **Claim** under Insuring Agreement B.,  
                         if applicable.

**Prior and Pending Proceeding Date:**      **Claims for Wrongful Employment Practices:** <enter date>  
   **Claims for Third Party Wrongful Acts:**      <enter date>

**Continuity Date:**      **Claims for Wrongful Employment Practices:** <enter date>  
   **Claims for Third Party Wrongful Acts:**      <enter date>

ITEM 6

**PREMIUM FOR THE POLICY PERIOD:**

\$<enter amount>

\$<enter amount> Annual Installment Premium if ITEM 10 below is applicable.

ITEM 7	<p><b>TYPE OF LIABILITY COVERAGE:</b></p> <p><input type="checkbox"/> Reimbursement</p> <p><input type="checkbox"/> Duty-to-Defend</p> <p>Only the type of liability coverage marked “<input checked="" type="checkbox"/>” is included in this policy.</p>
ITEM 8	<p><b>LIABILITY COVERAGE EXTENDED REPORTING PERIOD:</b></p> <p>Additional Premium Percentage: <u>&lt;enter percentage&gt;</u> %</p> <p>Additional Months: <u>&lt;enter number of months&gt;</u></p> <p>(If exercised in accordance with Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions.)</p>
ITEM 9	<p><b>LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:</b></p> <p>Additional Premium Percentage: <u>&lt;enter percentage&gt;</u> %</p> <p>Additional Months: <u>&lt;enter number of months&gt;</u></p> <p>(If exercised in accordance with Section III. CONDITIONS K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions.)</p>
ITEM 10	<p><b>ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:</b></p> <p><input type="checkbox"/> Applicable</p> <p><input type="checkbox"/> Not Applicable</p> <p>Only those coverage features marked “<input checked="" type="checkbox"/> Applicable” are included in this policy.</p>
ITEM 11	<p><b>FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:</b></p>
ITEM 12	<p><b>LIABILITY COVERAGE SHARED LIMIT OF LIABILITY:</b></p> <p>\$<u>&lt;enter amount&gt;</u> for all <b>Claims</b> under the following <b>Liability Coverages</b>: <u>&lt;enter coverages&gt;</u></p>

The Declarations, the **Application**, the Liability Coverage Terms and Conditions, each purchased **Liability Coverage**, as set forth in ITEM 4 of the Declarations, and any endorsements attached thereto, constitute the entire agreement between the Company, the entity named in ITEM 1 of the Declarations, and any **Insured**.

\_\_\_\_\_  
Countersigned By  
(where applicable)

**Health Care Organization Directors, Officers and Trustees Liability**

**DECLARATIONS**

**POLICY NO.**

Travelers Casualty and Surety Company of America  
Hartford, Connecticut 06183-9062  
(A Stock Insurance Company, herein called the Company)

**THE LIABILITY COVERAGES ARE WRITTEN ON A CLAIMS-MADE BASIS. THE LIABILITY COVERAGES COVER ONLY CLAIMS FIRST MADE AGAINST INSURED DURING THE POLICY PERIOD. THE LIMIT OF LIABILITY AVAILABLE TO PAY SETTLEMENTS OR JUDGMENTS WILL BE REDUCED BY DEFENSE EXPENSES, AND DEFENSE EXPENSES WILL BE APPLIED AGAINST THE RETENTION. THE COMPANY HAS NO DUTY TO DEFEND ANY CLAIM UNLESS DUTY-TO-DEFEND COVERAGE HAS BEEN SPECIFICALLY PROVIDED HEREIN.**

ITEM 1	<p><b>NAMED INSURED:</b> <u>&lt;enter name&gt;</u></p> <p>D/B/A: <u>&lt;enter name of d/b/a&gt;</u></p> <p>Principal Address: <u>&lt;enter address&gt;</u></p>
ITEM 2	<p><b>POLICY PERIOD:</b> Inception Date: <u>&lt;enter date&gt;</u>      Expiration Date: <u>&lt;enter date&gt;</u> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p><b>ALL NOTICES OF CLAIMS OR LOSS TO THE COMPANY MUST BE ADDRESSED TO:</b> Travelers Casualty and Surety Company of America Bond &amp; Financial Products Claim One Tower Square, 2S2 Hartford, CT 06183-9062 Email: BondLossNotices@travelers.com Fax: (888)201-5587</p>
ITEM 4	<p><b>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</b></p> <p><input type="checkbox"/> <b>Health Care Organization Directors, Officers and Trustees Liability</b></p>

**Health Care Organization Directors, Officers and Trustees Liability****Limit of Liability:**      \$<enter amount>      for all **Claims****Additional Defense Coverage:**☐ Applicable☐ Not Applicable**Additional Defense****Limit of Liability:**      \$<enter amount> for all **Claims****Antitrust Claim****Limit of Liability:**      \$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein**Antitrust Claim****Coinurance Percentage:**      <enter percentage%> for each **Antitrust Claim****EMTALA Coverage:**☐ Applicable☐ Not Applicable**EMTALA Coverage****Limit of Liability:**      \$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein**Excess Benefit****Transaction Tax****Coverage:**☐ Applicable☐ Not Applicable**Excess Benefit****Transaction Tax****Coverage Limit****of Liability:**\$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein**HIPAA Violation****Coverage:**☐ Applicable☐ Not Applicable**HIPAA Violation****Coverage Limit****Of Liability:**\$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein**Internal Revenue Code****Violation:**☐ Applicable☐ Not Applicable**Internal Revenue Code****Violation Limit****of Liability:**\$<enter amount> which amount is included within, and not in addition to, the Limit of Liability stated herein**Retention:**\$<enter amount> for each **Claim** under Insuring Agreement B.\$<enter amount> for each **Claim** under Insuring Agreement C.\$<enter amount> for each **Antitrust Claim****Prior and Pending****Proceeding Date:**<enter date>**Continuity Date:**<enter date>

ITEM 6	<b>PREMIUM FOR THE POLICY PERIOD:</b> \$ <u>&lt;enter amount&gt;</u> \$ <u>&lt;enter amount&gt;</u> Annual Installment Premium if ITEM 10 below is applicable
ITEM 7	<b>TYPE OF LIABILITY COVERAGE:</b> <input type="checkbox"/> Reimbursement <input type="checkbox"/> Duty-to-Defend Only the type of liability coverage marked “ <input checked="" type="checkbox"/> ” is included in this policy.
ITEM 8	<b>LIABILITY COVERAGE EXTENDED REPORTING PERIOD:</b> Additional Premium Percentage: <u>&lt;enter percentage&gt;</u> % Additional Months: <u>&lt;enter number of months&gt;</u> (If exercised in accordance with Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions)
ITEM 9	<b>LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:</b> Additional Premium Percentage: <u>&lt;enter percentage&gt;</u> % Additional Months: <u>&lt;enter number of months&gt;</u> (If exercised in accordance with Section III. CONDITIONS K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions)
ITEM 10	<b>ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:</b> <input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable Only those coverage features marked “ <input checked="" type="checkbox"/> Applicable” are included in this policy.
ITEM 11	<b>FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:</b>

The Declarations, the **Application**, the Liability Coverage Terms and Conditions, each purchased **Liability Coverage**, as set forth in ITEM 4 of the Declarations, and any endorsements attached thereto, constitute the entire agreement between the Company, the entity named in ITEM 1 of the Declarations, and any **Insured**.

\_\_\_\_\_  
 Countersigned By  
 (where applicable)

**DECLARATIONS**

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ITEM 1	<p><b>NAMED INSURED:</b> <u>&lt;enter name&gt;</u></p> <p>D/B/A: <u>&lt;enter name of d/b/a&gt;</u></p> <p>Principal Address: <u>&lt;enter address&gt;</u></p>
ITEM 2	<p><b>POLICY PERIOD:</b> Inception Date: <u>&lt;enter date&gt;</u>      Expiration Date: <u>&lt;enter date&gt;</u> 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.</p>
ITEM 3	<p><b>ALL NOTICES OF CLAIMS OR LOSS TO THE COMPANY MUST BE ADDRESSED TO:</b> Travelers Casualty and Surety Company of America Bond &amp; Financial Products Claim One Tower Square, 2S2 Hartford, CT 06183-9062 Email: BondLossNotices@travelers.com Fax: (888)201-5587</p>
ITEM 4	<p><b>COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:</b></p> <p><input type="checkbox"/> <b>Health Care Organization Employment Practices Liability</b></p>

ITEM 5	<p>Only those coverage features marked “<input checked="" type="checkbox"/> Applicable” are included in this policy.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p style="text-align: center;"><b>Health Care Organization Employment Practices Liability</b></p> <p><b>Limit of Liability:</b>      \$<u>&lt;enter amount&gt;</u>      for all <b>Claims</b></p> <p><b>Third Party Wrongful Act Coverage:</b>      <input type="checkbox"/> Applicable      <input type="checkbox"/> Not Applicable</p> <p><b>Additional Defense Coverage:</b>      <input type="checkbox"/> Applicable      <input type="checkbox"/> Not Applicable</p> <p><b>Additional Defense Limit of Liability:</b>      \$<u>&lt;enter amount&gt;</u>      for all <b>Claims</b></p> <p><b>Retention:</b>      \$<u>&lt;enter amount&gt;</u>      for each <b>Claim</b> under Insuring Agreement A.                                 \$<u>&lt;enter amount&gt;</u>      for each <b>Claim</b> under Insuring Agreement B., if applicable.</p> <p><b>Prior and Pending Proceeding Date:</b>      <b>Claims for Wrongful Employment Practices:</b> <u>&lt;enter date&gt;</u>           <b>Claims for Third Party Wrongful Acts:</b>      <u>&lt;enter date&gt;</u></p> <p><b>Continuity Date:</b>      <b>Claims for Wrongful Employment Practices:</b> <u>&lt;enter date&gt;</u>           <b>Claims for Third Party Wrongful Acts:</b>      <u>&lt;enter date&gt;</u></p> </div>
ITEM 6	<p><b>PREMIUM FOR THE POLICY PERIOD:</b></p> <p>\$<u>&lt;enter amount&gt;</u></p> <p>\$<u>&lt;enter amount&gt;</u> Annual Installment Premium if ITEM 10 below is applicable</p>
ITEM 7	<p><b>TYPE OF LIABILITY COVERAGE:</b></p> <p><input type="checkbox"/> Reimbursement</p> <p><input type="checkbox"/> Duty-to-Defend</p> <p>Only the type of liability coverage marked “<input checked="" type="checkbox"/>” is included in this policy.</p>
ITEM 8	<p><b>LIABILITY COVERAGE EXTENDED REPORTING PERIOD:</b></p> <p>Additional Premium Percentage:      <u>&lt;enter percentage&gt;</u> %</p> <p>Additional Months:      <u>&lt;enter number of months&gt;</u></p> <p>(If exercised in accordance with Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions)</p>
ITEM 9	<p><b>LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:</b></p> <p>Additional Premium Percentage:      <u>&lt;enter percentage&gt;</u> %</p> <p>Additional Months:      <u>&lt;enter number of months&gt;</u></p> <p>(If exercised in accordance with Section III. CONDITIONS K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions)</p>

ITEM 10	<p><b>ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:</b></p> <p><input type="checkbox"/> Applicable</p> <p><input type="checkbox"/> Not Applicable</p> <p>Only those coverage features marked “<input checked="" type="checkbox"/> Applicable” are included in this policy.</p>
ITEM 11	<p><b>FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:</b></p>

The Declarations, the **Application**, the Liability Coverage Terms and Conditions, each purchased **Liability Coverage**, as set forth in ITEM 4 of the Declarations, and any endorsements attached thereto, constitute the entire agreement between the Company, the entity named in ITEM 1 of the Declarations, and any **Insured**.

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Countersigned By  
(where applicable)



ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COVERAGE FOR SCHEDULED ENTITY(IES) WITH PRIOR ACTS**

This endorsement modifies the following coverage:

<any or all purchased coverage part(s)>

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Any Scheduled Entity set forth in the *Subsidiary Schedule* is added to section **II. DEFINITIONS, Y. "Subsidiary"** of the Liability Coverage Terms and Conditions, but solely with respect to the **Liability Coverage** listed directly opposite any such Scheduled Entity and solely as of the Date listed directly opposite any such Scheduled Entity as set forth in the *Subsidiary Schedule*.

2. Section **III. EXCLUSIONS, A. 13.** is replaced with the following:

13. based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** by a **Subsidiary** or any related **Insured Person** occurring at any time during which such entity was not a **Subsidiary**; provided that this exclusion shall not apply to any Scheduled Entity set forth in the *Subsidiary Schedule* but solely with respect to the **Liability Coverage(s)** set forth directly opposite any such Scheduled Entity;

3. *Subsidiary Schedule:*

**Liability Coverage**

**Scheduled Entity**

**Date**

<coverage>

<name>

<date>

<coverage>

<name>

<date>

<coverage>

<name>

<date>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_

On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED PERSON ENDORSEMENT**

This endorsement modifies the following coverage:

**<any or all purchased liability coverage part(s)>**

It is agreed that solely with respect to the **Liability Coverage** shown above, section **II. DEFINITIONS, L. "Insured Person"** of the Liability Coverage Terms and Conditions also means any natural person(s) holding the position(s) named below:

**<names of persons or positions>**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ANTITRUST CLAIM EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The Antitrust Claim Limit of Liability and the Antitrust Claim Coinsurance Percentage set forth in ITEM 5 of the Declarations are deleted.
2. The following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Antitrust Claim**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ANTITRUST CLAIM COVERAGE FOR INSURED PERSONS AND INSURED ORGANIZATION  
INDEMNIFICATION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following replaces the second paragraph under section **I. INSURING AGREEMENTS, C.:**

The Company shall pay on behalf of:

the **Insureds Persons Loss**; or

the **Insured Organization Loss** which the **Insured Organization** pays to or on behalf of the **Insured Persons** as indemnification,

for any **Antitrust Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, subject to the amount set forth in ITEM 5 of the Declarations, as the Antitrust Claim Limit of Liability. The Company's maximum limit of liability for **Loss**, including **Defense Expenses**, for all **Antitrust Claims** shall be the amount set forth in ITEM 5 of the Declarations as the Antitrust Claim Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by:

\_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CHARITY CARE CLAIM LIMIT OF LIABILITY, COINSURANCE AND RETENTION ENDORSEMENT**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above,

1. The following is added to ITEM 5 of the Declarations:

**Charity Care Claim**

**Limit of Liability:** \$<amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Charity Care Claim**

**Coinurance Percentage:** <enter percentage%> for each **Charity Care Claim**.

**Charity Care Claim Retention:** \$<enter amount> for each **Charity Care Claim**.

2. The following is added to section **II. DEFINITIONS**:

“**Charity Care Claim**” means any **Claim** which in whole or in part is based upon, alleging, arising out of, or in any way relating to, directly or indirectly the providing of, or failure to provide, any **Health Care Services** to any uninsured or under-insured individual(s).

3. The following is added to section **I. INSURING AGREEMENTS**:

The Company shall pay on behalf of the **Insureds Loss** for any **Charity Care Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, subject to the amount set forth in ITEM 5 of the Declarations, as the Charity Care Claim Limit of Liability. The Company’s maximum limit of liability for **Loss**, including **Defense Expenses**, for all **Charity Care Claims** shall be the amount set forth in ITEM 5 of the Declarations as the Charity Care Claim Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

4. The following is added to section **V. CONDITIONS, B.:**

Solely with regard to any **Loss** resulting from any **Charity Care Claim** other than under Insuring Agreement A, the **Insured** shall bear uninsured and at its own risk:

- a. the retention amount set forth in ITEM 5 of the Declarations as the Charity Care Claim Retention;  
and
- b. the percentage of **Loss** set forth in ITEM 5 of the Declarations as the Charity Care Claim Coinurance Percentage that is excess of the applicable Charity Care Claim Retention.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CLASS OR MASS ACTION CLAIM LIMIT OF LIABILITY, COINSURANCE AND RETENTION  
ENDORSEMENT**

This endorsement modifies the following coverage:

**<any or all purchased coverage parts>**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following are added to ITEM 5 of the Declarations:

**Class or Mass Action Claim**

**Limit of Liability:**

**\$<amount>** which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Class or Mass Action Claim**

**Coinurance Percentage:**

**<enter percentage%>** for each **Class or Mass Action Claim**.

**Class or Mass Action Claim**

**Retention:**

**\$<enter amount>** for each **Class or Mass Action Claim**.

2. The following are added to section **II. DEFINITIONS**:

**“Class or Mass Action Claim”** means any **Claim** which, in whole or in part, constitutes a civil proceeding brought or maintained by or on behalf of:

a. a putative or certified class pursuant to Rule 23, Federal Rules of Civil Procedure, or a similar state or provincial rule of civil procedure, including any civil proceeding brought or maintained by or on behalf of any person or organization who opted out of such putative or certified class;

b. a regulatory body or governmental agency on behalf of a class of individuals or entities; or

c. two or more persons or organizations based upon, arising out of, or attributable to the same **Wrongful Act** or **Related Wrongful Acts**.

3. The following is added to section **I. INSURING AGREEMENTS**:

The Company shall pay on behalf of the **Insureds Loss** for any **Class or Mass Action Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, subject to the amount set forth in ITEM 5 of the Declarations, as the Class or Mass Action Claim Limit of Liability. The Company’s maximum limit of liability for **Loss**, including **Defense Expenses**, for all **Class or Mass Action Claims** shall be the amount set forth in ITEM 5 of the Declarations as the Class or Mass Action Claim Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

4. The following is added to:

☐ Section **V. CONDITIONS, B.** under the Health Care Organization Directors, Officers and Trustees Liability:

Solely with regard to any **Loss** resulting from any **Class or Mass Action Claim** other than under section **I. INSURING AGREEMENTS, A.** of the Health Care Organization Directors, Officers and Trustees Liability **Liability Coverage**, the **Insured** shall bear uninsured and at its own risk:

a. the retention amount set forth in ITEM 5 of the Declarations as the Class or Mass Action Claim Retention; and

b. the percentage of **Loss** set forth in ITEM 5 of the Declarations as the Class or Mass Action Claim Coinsurance Percentage that is excess of the applicable Class or Mass Action Claim Retention.

☐ Section **IV. CONDITIONS** under the Health Care Organization Employment Practices Liability:

Solely with regard to any **Loss** resulting from any **Class or Mass Action Claim**, the **Insured** shall bear uninsured and at its own risk:

a. the retention amount set forth in ITEM 5 of the Declarations as the Class or Mass Action Claim Retention; and

b. the percentage of **Loss** set forth in ITEM 5 of the Declarations as the Class or Mass Action Claim Coinsurance Percentage that is excess of the applicable Class or Mass Action Claim Retention.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative



ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PUNITIVE, EXEMPLARY AND MULTIPLIED DAMAGES EXCLUDED FROM THE DEFINITION OF LOSS -  
ARKANSAS**

This endorsement modifies the following coverage:

**Health Care Employment Practices Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following is deleted from the first paragraph of section **II. DEFINITIONS, P.:**  
  
“punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary or multiplied damages”.
2. The following is added to section **II. DEFINITIONS, P.1.:**  
  
“punitive or exemplary damages, including damages that may be imposed to punish a wrongdoer and to deter others from similar conduct; or multiplied damages;”.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

## CORRECT HEALTH CARE EMPLOYMENT PRACTICES LIABILITY DECLARATIONS

This endorsement modifies the following coverage:

### Health Care Organization Employment Practices Liability

It is agreed that solely with respect to the **Liability Coverage** shown above, the Declarations are amended as indicated below by ☒:

- ☐ 1. ITEM 1 is replaced with the following:

ITEM 1      **NAMED INSURED:**  
                 <named insured>

D/B/A:  
<d/b/a>

Principal Address:  
<address>

- ☐ 2. ITEM 2 is replaced with the following:

ITEM 2      **POLICY PERIOD:**  
Inception Date: <Date>      Expiration Date: <Date>  
12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

- ☐ 3. ITEM 4 is replaced with the following:

ITEM 4      **COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:**

☐      **Health Care Organization Employment Practices Liability**

- ☐ 4. ITEM 5 is replaced with the following:

ITEM 5      Only those coverage features marked "☒ Applicable" are included in this policy.  
**Health Care Organization Employment Practices Liability**

**Limit of Liability:**      \$ <Amount> for all **Claims**.

**Third Party  
Wrongful Act  
Coverage:**

☐

Applicable

☐

Not Applicable

**Additional Defense  
Coverage:**

☐

Applicable

☐

Not Applicable

**Additional Defense**

**Limit of Liability:**      \$ <Amount> for all **Claims**.

**Retention:** \$ <Amount> for each **Claim** under Insuring Agreement A.  
\$ <Amount> for each **Claim** under Insuring Agreement B., if applicable.

**Prior and Pending**

**Proceeding Date:** Claims for **Wrongful Employment Practices:** <Date>  
Claims for **Third Party Wrongful Acts:** <Date>

**Continuity Date:** Claims for **Wrongful Employment Practices:** <Date>  
Claims for **Third Party Wrongful Acts:** <Date>

- ☐ 5. ITEM 6 is replaced with the following:

ITEM 6      **PREMIUM FOR THE POLICY PERIOD:**  
\$ <Amount>  
\$ <Amount> Annual Installment Premium if ITEM 10 below is applicable.

- ☐ 6. ITEM 7 is replaced with the following:

ITEM 7      **TYPE OF LIABILITY COVERAGE:**

☐ Reimbursement

☐ Duty to Defend

Only the type of liability coverage marked “☒” is included in this policy.

- ☐ 7. ITEM 8 is replaced with the following:

ITEM 8      **LIABILITY COVERAGE EXTENDED REPORTING PERIOD:**

Additional Premium Percentage:      <Percentage> %

Additional Months:      <Number of Months>

(If exercised in accordance with Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions.)

- ☐ 8. ITEM 9 is replaced with the following:

ITEM 9      **LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:**

Additional Premium Percentage:      <percentage> %

Additional Months:      <number of months>

(If exercised in accordance with Section III. CONDITIONS K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions.)

- ☐ 9. ITEM 10 is replaced with the following:

ITEM 10      **ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:**

☐ Applicable

☐ Not Applicable

Only those coverage features marked “☒ Applicable” are included in this policy.

☐ 10.      ITEM 11 is replaced with the following:

ITEM 11      **FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

☐      ADDED      <enter endorsement>

☐      DELETED      <enter endorsement>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CORRECT DECLARATIONS ENDORSEMENT**

This endorsement modifies the Declarations as indicated below by ☒:

- ☐ 1. ITEM 1 is replaced with the following:

ITEM 1      **NAMED INSURED:**  
                 <named insured>

D/B/A:  
<d/b/a>

Principal Address:  
<address>

- ☐ 2. ITEM 2 is replaced with the following:

ITEM 2      **POLICY PERIOD:**  
Inception Date: <Date>      Expiration Date: <Date>  
12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

- ☐ 3. ITEM 4 is replaced with the following:

ITEM 4      **COVERAGES INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:**  
Only those coverages marked "☒" are included in this policy.

**Liability Coverages**

☐      **Health Care Organization Directors, Officers and Trustees Liability**

☐      **Health Care Organization Employment Practices Liability**

- ☐ 4. ITEM 5 is replaced with the following:

ITEM 5      **COVERAGE FEATURES:**  
Only those coverage features marked "☒ Applicable" are included in this policy.  
**Health Care Organization Directors, Officers and Trustees Liability**

**Limit of Liability:**      \$ <Amount> for all **Claims**.

**Additional Defense Coverage:**      ☐ Applicable      ☐ Not Applicable

**Additional Defense Limit of Liability:**      \$ <Amount> for all **Claims**.

**Antitrust Claim**

**Limit of Liability:** \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Antitrust Claim**

**Coinsurance**

**Percentage:** <Percentage%> for each **Antitrust Claim**

**EMTALA Coverage:** ☐ Applicable ☐ Not Applicable

**EMTALA Coverage**

**Limit of Liability:** \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Excess Benefit**

**Transaction Tax**

**Coverage:** ☐ Applicable ☐ Not Applicable

**Excess Benefit**

**Transaction Tax**

**Coverage Limit**

**of Liability:** \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**HIPAA Violation**

**Coverage:** ☐ Applicable ☐ Not Applicable

**HIPAA Violation**

**Coverage Limit**

**of Liability:** \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Internal Revenue**

**Code Violation:**

☐ Applicable ☐ Not Applicable

**Internal Revenue**

**Code Violation**

**Limit of Liability:** \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Retention:**

\$ <Amount> for each **Claim** under Insuring Agreement B.

\$ <Amount> for each **Claim** under Insuring Agreement C.

\$ <Amount> for each **Antitrust Claim**.

**Prior and Pending**

**Proceeding Date:** <Date>

**Continuity Date:** <Date>

**Health Care Organization Employment Practices Liability**

**Limit of Liability:** \$ <Amount> for all **Claims**.

**Third Party**

**Wrongful Act**

**Coverage:** ☐ Applicable ☐ Not Applicable

**Additional Defense Coverage:** ☐ Applicable ☐ Not Applicable

**Additional Defense Limit of Liability:** \$ <Amount> for all **Claims**

**Retention:** \$ <Amount> for each **Claim** under Insuring Agreement A.  
\$ <Amount> for each **Claim** under Insuring Agreement B., if applicable.

**Prior and Pending Proceeding Date:** **Claims for Wrongful Employment Practices:** <Date>  
**Claims for Third Party Wrongful Acts:** <Date>

**Continuity Date:** **Claims for Wrongful Employment Practices:** <Date>  
**Claims for Third Party Wrongful Acts:** <Date>

- ☐ 5. ITEM 6 is replaced with the following:

ITEM 6 **PREMIUM FOR THE POLICY PERIOD:**  
\$ <Amount>  
\$ <Amount> Annual Installment Premium if ITEM 10 below is applicable.

- ☐ 6. ITEM 7 is replaced with the following:

ITEM 7 **TYPE OF LIABILITY COVERAGE:**

☐ Reimbursement

☐ Duty to Defend

Only the type of liability coverage marked “☒” is included in this policy.

- ☐ 7. ITEM 8 is replaced with the following:

ITEM 8 **LIABILITY COVERAGE EXTENDED REPORTING PERIOD:**

Additional Premium Percentage: <Percentage> %

Additional Months: <Number of Months>

(If exercised in accordance with Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions.)

- ☐ 8. ITEM 9 is replaced with the following:

ITEM 9 **LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:**

Additional Premium Percentage: <percentage> %

Additional Months: <number of months>

(If exercised in accordance with Section III. CONDITIONS K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions.)

☐ 9. ITEM 10 is replaced with the following:

ITEM 10      **ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:**

☐ Applicable

☐ Not Applicable

Only those coverage features marked “☒ Applicable” are included in this policy.

☐ 10. ITEM 11 is replaced with the following:

ITEM 11      **FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

☐      ADDED      <enter endorsement>

☐      DELETED      <enter endorsement>

☐ 11. ITEM 12 is replaced with the following:

ITEM 12      **LIABILITY COVERAGE SHARED LIMIT OF LIABILITY:**

\$<amount> for all **Claims** under the following **Liability Coverages:** <coverages>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative



ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CRISIS MANAGEMENT EVENT CLAIM LIMIT OF LIABILITY, COINSURANCE AND RETENTION  
ENDORSEMENT**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above,

1. The following is added to ITEM 5 of the Declarations:

**Crisis Management Event  
Limit of Liability:**

\$<amount> which amount is included within, and not in addition to, the  
Limit of Liability stated herein.

**Crisis Management Event  
Retention:**

\$<enter amount> for each **Crisis Management Event**.

2. The following is added to section **I. INSURING AGREEMENTS**:

The Company shall pay on behalf of the **Insured Organization Crisis Management Event Loss** for any **Crisis Management Event** first commencing during the **Policy Period**, subject to the amount set forth in ITEM 5 of the Declarations, as the Crisis Management Event Limit of Liability. The Company's maximum limit of liability for **Crisis Management Event Loss**, including **Defense Expenses**, for all **Crisis Management Events** shall be the amount set forth in ITEM 5 of the Declarations as the Crisis Management Event Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

3. The following is added to section **II. DEFINITIONS**:

**"Crisis Management Event"** means any one of the following events that causes a **Material Effect**:

1. "Patient Abuse" meaning the public announcement or accusation that an **Insured Person** or a natural person under the management control of the **Insured Organization** has intentionally caused bodily injury to, or death of, a patient, or has sexually abused a patient of the **Insured Organization**.
2. "Infant Crisis" meaning the public announcement or accusation that an **Insured Person** or a natural person under the management control of the **Insured Organization** has intentionally or negligently caused or participated in the switching, abduction or kidnapping of an infant from the premises of the **Insured Organization**.
3. "Management Crisis" meaning the death or incapacity of any **Insured Person**, other than an **Independent Contractor**, for whom the **Insured Organization** maintains key person life insurance; or the criminal indictment of any member of the board or directors, officer, **LLC Manager**, member of the board of trustees, member of the board of regents, member of the board of governors, or a functional equivalent thereof, or **Executive Officer** of the **Insured Organization** for acts committed in his or her capacity as such for the **Insured Organization**.

4. “Regulatory Crisis” meaning a formal government or regulatory proceeding that alleges a pattern of inadequate patient care.

**Crisis Management Event** shall not mean any event arising out of, or in any way relating to, directly or indirectly:

1. any claim which has been reported, or any circumstances of which notice has been given, under any policy of which this **Liability Policy** is a renewal or replacement or which it may succeed in time;
2. any pending or prior civil, criminal, administrative or regulatory proceeding as of **<P&P Lit Date>**;
3. any actual, alleged or threatened exposure to, or generation, storage, transportation, discharge, emission, release, dispersal, escape, treatment, removal or disposal of, any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials (including materials which are intended to be or have been recycled, reconditioned or reclaimed) or other irritants, pollutants or contaminants, or any regulation, order, direction or request to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any of the foregoing, or any action taken in contemplation or anticipation of any such regulation, order, direction or request; or
4. any actual or alleged nuclear reaction, nuclear radiation, radioactive contamination, or radioactive substance, or the hazardous properties of nuclear material.

A **Crisis Management Event** shall be deemed to first commence when any of the directors of the **Insured Organization** or any **Executive Officer** shall first become aware of the **Crisis Management Event** during the **Policy Period** and shall conclude at the earliest of the following times: when the **Crisis Management Firm** advises the **Insured Organization** that the **Crisis Management Event** no longer exists; or when the **Crisis Management Event Limit of Liability** has been exhausted by payment of **Crisis Management Event Loss**.

“**Crisis Management Firm**” means any public relations firm or crisis management firm hired by the **Insured Organization** or its directors, officers or **Employees** to perform **Crisis Management Services** in connection with the **Crisis Management Event**, provided the Company has given its consent to the retention of such **Crisis Management Firm**, which consent shall not be unreasonably withheld.

“**Crisis Management Event Loss**” means the following amounts incurred during the pendency of, or within ninety (90) days prior to and in anticipation of, the **Crisis Management Event**:

1. reasonable and necessary fees and expenses charged by a **Crisis Management Firm** in the performance of **Crisis Management Services** on behalf of the **Insured Organization** arising from a **Crisis Management Event**;
2. reasonable and necessary expenses incurred by the **Insured Organization** for publication and circulation of materials in connection with a **Crisis Management Event**; and
3. reasonable and necessary travel expenses incurred by directors, officers or **Employees** of the **Insured Organization** in connection with a **Crisis Management Event**.

“**Crisis Management Services**” means those services performed by a **Crisis Management Firm** in advising the **Insured Organization** or any of its directors, officers or **Employees** on minimizing potential harm to the **Insured Organization** arising from the **Crisis Management Event**, including maintaining and restoring public confidence in the **Insured Organization**.

“**Material Effect**” means the publication of unfavorable information regarding the **Insured Organization** which can reasonably be considered to lessen public confidence in the competence of the **Insured Organization** to provide adequate medical care. Such publication must occur in the newspaper or on the radio or television.

4. The following is added to section **V. CONDITIONS, B.:**

Solely with regard to any **Crisis Management Event Loss** resulting from any **Crisis Management Event** other than under Insuring Agreement A, the **Insured** shall bear uninsured and at its own risk the retention amount set forth in ITEM 5 of the Declarations as the Crisis Management Event Retention.

5. The following is added to section **III. CONDITIONS, F.** of the Liability Coverage Terms and Conditions:

Any actual or anticipated **Crisis Management Event** shall be reported to the Company as soon as practicable but in no event later than thirty (30) days after the **Insured Organization** first incurs **Crisis Management Event Loss** for which coverage will be requested pursuant to this endorsement. The **Insured Organization** may incur **Crisis Management Event Loss** without the Company's prior consent, provided that the Company has previously consented to the use of the **Crisis Management Firm** retained by the **Insured Organization**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by:

\_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DELETE INSURING AGREEMENT C**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The Retention set forth in ITEM 5 of the Declarations for each **Claim** under Insuring Agreement C is deleted.
2. Section **I. INSURING AGREEMENTS, C.** is deleted.
3. Section **II. DEFINITIONS, X.3.** is deleted.
4. Section **III. EXCLUSIONS, A.18.** is deleted.
5. Section **V. CONDITIONS, F.2.** is amended by deleting the phrase, "Agreements B. and C. apply" and replacing it with "Agreement B. applies."
6. The last paragraph of section **V. CONDITIONS, F.** is amended by deleting the phrase, "Agreements B. and C., as applicable" and replacing it with "Agreement B."

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

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On behalf of the entity named in  
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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FAILURE TO EFFECT OR MAINTAIN INSURANCE EXCLUSION WITH AN EXCEPTION FOR INSURING AGREEMENT A**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage(s)** shown above:

1. The following is added to section **II. DEFINITIONS**:

“**Contract of Insurance**” means any written agreement, policy, or express or implied contract, of insurance, reinsurance, suretyship, bond annuity, endowment, or pension, including any similar contract, agreement or binder of any of the foregoing, or any of the foregoing in connection with any self-insurance program, insurance or reinsurance pool, or similar risk transfer, sharing or retention program.

2. The following is added to section **III. EXCLUSIONS, A.**:

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged failure or omission of any **Insured** to effect or maintain, including adequate coverage or limits, any **Contract of Insurance**; provided that this exclusion shall not apply to section **I. INSURING AGREEMENTS, A.**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FAMILY EXCLUSION**

This endorsement modifies the following coverage:

**<any or all purchased coverage part(s)>**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following is added to section **II. DEFINITIONS**:

“**Family Member**” means any natural person who was or is related by consanguinity, affinity or legal decree, and any past, present or future estate, trust, beneficiary, heir, legal representative or assignee thereof.

2. The following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

brought by or on behalf of, or in the name or right of, any **Family Member** of the **<Family Name>** family.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

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On behalf of the entity named in  
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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONVERT POLICY TO RUN-OFF FOR SPECIFIC ENTITY**

This endorsement modifies the following coverage:

**<any or all purchased coverage part(s)>**

It is agreed that solely with respect to the **Liability Coverage** shown above and solely with respect to the Scheduled Entity(ies) set forth below, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** occurring or alleged to have occurred on or after the Run-Off Date(s) listed directly opposite such Scheduled Entity(ies).

**Scheduled Entity(ies)**

<Name>

<Name>

<Name>

<Name>

**Run-Off Date**

<Date>

<Date>

<Date>

<Date>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HUMAN BLOOD EXCLUSION**

This endorsement modifies the following coverage:

**<any or all purchased coverage part(s)>**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

for any actual or alleged act, error or omission, misstatement, misleading statement, breach of duty or neglect in the collection, procurement, processing, testing, storage, distribution, sale or placement of any human blood, blood products or blood derivatives, including the privacy or confidentiality of any information in connection therewith.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

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On behalf of the entity named in  
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\_\_\_\_\_  
Authorized Company Representative



ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HUMAN TISSUE OR ORGAN EXCLUSION**

This endorsement modifies the following coverage:

**<any or all purchased coverage part(s)>**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

for any actual or alleged act, error or omission, misstatement, misleading statement, breach of duty or neglect in the collection, procurement, processing, testing, storage, distribution, sale or placement of any human tissue, organ products or organ derivatives, including the privacy or confidentiality of any information in connection therewith.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INDEPENDENT MANAGEMENT ORGANIZATION CODEFENDANT COVERAGE**

This endorsement modifies the following coverage:

**<coverage part(s)>**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following is added to section **II. DEFINITIONS**:

**"Independent Management Organization"** means any organization, including any director, officer, member manager or employee thereof, that provides management services to the **Insured Organization** under written contract or agreement.

2. The following is added to the definition of **"Insured"** under section **II. DEFINITIONS**:

**Insured** also means an **Independent Management Organization** solely in their capacity as such while performing management or administrative services for the **Insured Organization** pursuant to the written contract or agreement for such services with the **Insured Organization** but only to the extent a **Claim** is made and continuously maintained against both the **Independent Management Organization** and an **Insured Person** other than an **Independent Management Organization**.

3. The following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

brought or maintained by or on behalf of the **Insured Organization** against any Independent Management Organization.

4. The following is added to section **III. CONDITIONS, C.** of the Liability Coverage Terms and Conditions is amended by adding the following:

If any **Claim** made against an **Independent Management Organization** gives rise to coverage both under this **Liability Policy** and under any other policy of similar liability insurance issued by the Company or any of its affiliates, the maximum aggregate limit of liability of the Company and its affiliates under all such policies for all **Loss**, including **Defense Expenses**, for such **Claim** shall not exceed the largest single applicable limit of liability under any such policy, subject to the remaining applicable limits of liability of such policies.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_

On behalf of the entity named in  
ITEM 1 of the Declarations.

---

Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE COMPANY ERRORS AND OMISSIONS EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following are added to section **II. DEFINITIONS**:

**"Claim Handling Services"** means the handling or adjusting of a claim or loss under a **Contract of Insurance**, including any: credit or investigatory activities; rescission or cancellation of such **Contract of Insurance**; or subrogation or salvage activities, in connection with the handling or adjusting of such claim or loss under such **Contract of Insurance**.

**"Contract of Insurance"** means any written agreement, policy, or express or implied contract, of insurance, reinsurance, suretyship, bond, annuity, endowment, or pension, including any similar contract, agreement or binder of any of the foregoing or any of the foregoing in connection with any self-insurance program, insurance or reinsurance pool, or similar risk transfer, sharing or retention program.

**"Insurance Company Professional Services"** means the following services: **Claim Handling Services**; safety inspections; loss control; safety engineering; premium financing; insurance consulting and insurance risk management; actuarial consulting; personal injury rehabilitation; notary services; any of the foregoing in connection with any insurance or reinsurance pool, or for a customer or client of such pool, or for an owner or beneficiary of, or insured under, a **Contract of Insurance** issued by such pool.

2. The following is added to section **III. EXCLUSIONS, A.**:

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

based upon, alleging, arising out of, or in any way relating to, directly or indirectly:

- (a) the terms of any **Contract of Insurance** issued by the **Insured Organization**;
- (b) the purchase or issuance of, the failure or refusal to issue or renew, or the cancellation of, any **Contract of Insurance** issued by the **Insured Organization**;
- (c) the failure or refusal to provide for any particular coverage under any **Contract of Insurance** issued by the **Insured Organization**;
- (d) the failure or refusal to settle any loss, claim or suit under any **Contract of Insurance**;
- (e) the lack of good faith or fair dealing of the **Insured Organization** or any agent of the **Insured Organization** in defense, adjustment or settlement of any claim made under any **Contract of Insurance**, or contract for **Insurance Company Professional Services**;
- (f) any **Insured** acting, or failing to act, in their capacity as an insurance agent, insurance broker, or reinsurance broker;
- (g) the performance or rendering of, or failure to perform or render, or termination of, any **Insurance Company Professional Services** or other services for a policyholder or third party client of the **Insured Organization**;

- (h) the liability of any **Insured Organization** under any **Contract of Insurance**;
- (i) the failure or omission of any **Insured** to effect or maintain, including adequate coverage or limits, any **Contract of Insurance**;
- (j) the adequacy of, or inadequacy of, any claim reserves of the **Insured Organization** or any entity for which any **Insured** performs or renders, or fails to perform or render, **Insurance Company Professional Services**; or
- (k) the bankruptcy, insolvency, or the inability to pay any loss, claim or suit by any insurance or reinsurance company, self-insurance program, insurance or reinsurance pool, reciprocal or trust.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INSURANCE REGULATORY EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

brought, maintained or asserted in any capacity by or on behalf of any insurance regulatory or insolvency authority, including any state insurance commission, agency or department, any state insurance guaranty or insolvency fund, or any administrator, official or representative thereof (all of said authorities hereinafter individually referred to as "Authority"), including any **Claim** brought, maintained or asserted by or on behalf of any such Authority as receiver, conservator, liquidator or otherwise, whether such **Claim** is brought, maintained or asserted in the name of such Authority or by or on behalf of such Authority in the name of the **Insured Organization** or otherwise.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**INVESTMENT BANKING EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged investment banking services, including: (1) services as an underwriter, consultant, adviser or specialist, or (2) providing or rendering, or failing to provide or render any financial, economic or investment advice relating to, or in connection with, a fairness opinion regarding the valuation of any assets or business entity, or any aspect of mergers, acquisitions, leveraged buyouts, going private transactions, tender offers, proxy contests, securities offerings, market making, restructurings, recapitalizations, divestitures or other forms of investment banking.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MANAGED CARE PROFESSIONAL SERVICES EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following are added to section **II. DEFINITIONS**:

**“Handling and Adjusting Health Care Claims”** means the handling or adjusting of any claim for benefits or coverage, including any: credit or investigatory activities; rescission or cancellation; or subrogation activities, in connection with the handling or adjusting of any claim for benefits or coverage.

**“Managed Care Professional Services”** means the following services or activities in connection with any health care plan, workers compensation plan or indemnity health care insurance contract:

- a. administrative or management services; establishing health care provider networks, including tiered networks; providing information with respect to tiered networks or consumer directed health care plans, including cost and quality information regarding specific providers; providing quality assurance or quality assurance review of **Health Care Services**; case management; wellness or health promotional education; development or implementation of clinical guidelines, practice parameters or protocols; or triage for payment of **Health Care Services**;
- b. **Utilization Review**;
- c. **Handling and Adjusting Health Care Claims**;
- d. **Marketing of Health Care Services**; or
- e. any actuarial review, opinion or determination of loss reserves or pricing adequacy.

**“Marketing of Health Care Services”** means any advertising, marketing, selling or enrollment activity for any health care plan, workers’ compensation plan or indemnity health care insurance contract; or any conduct of any **Insured** acting in their capacity as an insurance agent or insurance broker.

**“Utilization Review”** means the process of evaluating the appropriateness, necessity or cost of **Health Care Services** for the purpose of determining whether payment or coverage for such **Health Care Services** will be authorized or paid under any health insurance plan, including any prospective review to authorize treatment or expenses, concurrent review to assess continued patient care, and retrospective review to assess **Health Care Services** already rendered.

2. The following is added to section **III. EXCLUSIONS, A.**:

The **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:



based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged providing, rendering or performing, or failing to provide, render or perform any **Managed Care Professional Services**;

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged failure or omission of any **Insured** to effect or maintain, including adequate coverage or limits, stop loss or provider excess insurance, reinsurance or self-insurance in connection with any health care plan, workers' compensation plan or indemnity health care insurance contract; or

for any actual or alleged **Peer Review** in connection with **Managed Care Professional Services**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**HEALTH CARE SERVICES EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged act, error, omission, misstatement, misleading statement or neglect of any **Insured** in the rendering of or failure to render any **Health Care Services**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MODIFY NAME OR ADDRESS OF NAMED INSURED OR EXTEND POLICY PERIOD**

This endorsement modifies the Declarations as indicated below by ☒:

- ☐ 1. The NAMED INSURED as set forth in ITEM 1 of the Declarations is replaced with <Name>.
- ☐ 2. The D/B/A as set forth in ITEM 1 of the Declarations is replaced with <D/B/A>.
- ☐ 3. The Principal Address as set forth in ITEM 1 of the Declarations is replaced with <Address>.
- ☐ 4. The Expiration Date set forth in ITEM 2 of the Declarations is replaced with <Date>, 12:01 A.M. standard time at the Principal Address stated in ITEM 1; provided that such resulting extension to the **Policy Period** does not provide a new, additional or renewed limit(s) of liability and the Company's maximum limit of liability for **Claims** made during the amended **Policy Period** is the remaining portion of the applicable limit of liability set forth in ITEM 5 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**MID-TERM CHANGE ENDORSEMENT TO ADD HEALTH CARE ORGANIZATION DIRECTORS,  
OFFICERS AND TRUSTEES LIABILITY**

It is agreed that:

1. Solely with respect to Health Care Organization Directors, Officer and Trustees Liability, ITEM 2 of the Declarations is replaced with the following:

ITEM 2

**POLICY PERIOD:**

Inception Date: <Date> Expiration Date: <Date>

12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

2. Effective <Date>, the following is added to ITEM 5 of the Declarations:

**Health Care Organization Directors, Officers and Trustees Liability**

**Limit of Liability:** \$ <Amount> for all **Claims**.

**Additional Defense  
Coverage:**

☐ Applicable ☐ Not Applicable

**Additional Defense  
Limit of Liability:**

\$ <Amount> for all **Claims**.

**Antitrust Claim  
Limit of Liability:**

\$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Antitrust Claim  
Coinsurance  
Percentage:**

<Percentage%> for each **Antitrust Claim**.

**EMTALA Coverage:**

☐ Applicable ☐ Not Applicable

**EMTALA Coverage  
Limit of Liability:**

\$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Excess Benefit  
Transaction Tax  
Coverage:**

☐ Applicable ☐ Not Applicable

**Excess Benefit  
Transaction Tax  
Coverage Limit  
of Liability:**

\$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**HIPAA Violation  
Coverage:**

☐ Applicable ☐ Not Applicable

**HIPAA Violation  
Coverage Limit  
of Liability:**

\$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Internal Revenue  
Code Violation:**

☐ Applicable ☐ Not Applicable

**Internal Revenue  
Code Violation  
Limit of Liability:**

\$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Retention:**

\$ <Amount> for each **Claim** under Insuring Agreement B.

\$ <Amount> for each **Claim** under Insuring Agreement C.

\$ <Amount> for each **Antitrust Claim**.

**Prior and Pending  
Proceeding Date:**

<Date>

**Continuity Date:**

<Date>

3. The following is added to the Declarations:

**LIABILITY COVERAGE SHARED LIMIT OF LIABILITY:**

\$<amount> for all **Claims** under the following **Liability Coverages**: <coverages>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by:

\_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**MID-TERM CHANGE ENDORSEMENT TO ADD HEALTH CARE ORGANIZATION EMPLOYMENT PRACTICES LIABILITY**

It is agreed that:

1. Solely with respect to the Health Care Organization Employment Practices Liability, ITEM 2 of the Declarations is deleted and replaced with the following:

ITEM 2

**POLICY PERIOD:**

Inception Date: <Date>      Expiration Date: <Date>

12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

2. Effective <Date>, ITEM 5 of the Declarations is amended by adding the following **Liability Coverage**:

**Health Care Organization Employment Practices Liability**

**Limit of Liability:**      \$ <Amount> for all **Claims**

**Third Party  
Wrongful Act  
Coverage:**

☐ Applicable

☐ Not Applicable

**Additional Defense  
Coverage:**

☐ Applicable

☐ Not Applicable

**Additional Defense  
Limit of Liability:**

\$ <Amount> for all **Claims**

**Retention:**

\$ <Amount> for each **Claim** under Insuring Agreement A.

\$ <Amount> for each **Claim** under Insuring Agreement B., if applicable.

**Prior and Pending  
Proceeding Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

**Continuity Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

3. The following is added to the Declarations:

**LIABILITY COVERAGE SHARED LIMIT OF LIABILITY:**

\$ <amount> for all **Claims** under the following **Liability Coverages**: <coverages>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NEGLIGENCE, PHYSICAL AND SEXUAL ASSAULT AND BATTERY EXCLUSION**

This endorsement modifies the following coverage:

**<any or all purchased liability coverage parts>**

It is agreed that solely with respect to the **Liability Coverage(s)** shown above, the **Liability Coverage** is modified as indicated below by ☒:

- ☐ 1. Section **II. DEFINITION Z.2. "Third Party Wrongful Act"** is deleted.
- ☒ 2. The following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged negligent treatment of, or physical or sexual assault or battery of, a patient or resident including molestation, abuse, rape, illegal use of restraints, or inadequate nutrition, care or staffing.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative



ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PEER REVIEW AND CREDENTIALING EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following replaces section **III. EXCLUSIONS, A.2.:**
  2. based upon, alleging, arising out of, or in any way relating to, directly or indirectly any actual or alleged bodily injury, sickness, disease, death, loss of consortium, emotional distress, mental anguish, humiliation, loss of reputation, libel, slander, oral or written publication of defamatory or disparaging material, or invasion of privacy;
2. Section **III. EXCLUSIONS, A.10.b.** is deleted.
3. The following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged **Peer Review** or **Credentialing**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PEER REVIEW AND CREDENTIALING CLAIM LIMIT OF LIABILITY, COINSURANCE AND RETENTION  
ENDORSEMENT**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. ITEM 5 of the Declarations is amended by adding the following:

**Peer Review or Credentialing Claim**

**Limit of Liability:** \$<amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Peer Review or Credentialing**

**Claim Coinsurance Percentage:** <enter percentage%> for each **Peer Review or Credentialing Claim**.

**Peer Review or Credentialing Claim**

**Retention:** \$<enter amount> for each **Peer Review or Credentialing Claim**.

2. The following is added to section **II. DEFINITIONS**:

“**Peer Review or Credentialing Claim**” means any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged **Peer Review** or **Credentialing** activities.

3. The following is added to section **I. INSURING AGREEMENTS**:

The Company shall pay on behalf of the **Insureds Loss** for any **Peer Review or Credentialing Claim** first made during the **Policy Period**, or if exercised, during the Extended Reporting Period or Run-Off Extended Reporting Period, subject to the amount set forth in ITEM 5 of the Declarations, as the Peer Review or Credentialing Claim Limit of Liability. The Company’s maximum limit of liability for **Loss**, including **Defense Expenses**, for all **Peer Review or Credentialing Claims** shall be the amount set forth in ITEM 5 of the Declarations as the Peer Review or Credentialing Claim Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

4. The following is added to section **V. CONDITIONS B.**:

Solely with regard to any **Loss** resulting from any **Peer Review or Credentialing Claim** other than under Insuring Agreement A, the **Insured** shall bear uninsured and at its own risk:

a. the retention amount set forth in ITEM 5 of the Declarations as the Peer Review or Credentialing Claim Retention; and

b. the percentage of **Loss** set forth in ITEM 5 of the Declarations as the Peer Review or Credentialing Claim Coinsurance Percentage that is excess of the applicable Peer Review or Credentialing Claim Retention.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIOR ACTS EXCLUSION**

This endorsement modifies the following coverage:

<any or all purchased liability coverage part(s)>

It is agreed that solely with respect to the **Liability Coverage(s)** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** committed in whole or in part, prior to the date(s) scheduled below directly opposite such **Liability Coverage**.

<u><b>Liability Coverage</b></u>	<u><b>Date</b></u>
<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PROFESSIONAL SERVICES EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged act, error, omission, misstatement, misleading statement or neglect of any **Insured** in the rendering of, or failure to render, any professional services for any third party.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by:

\_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED PROFESSIONAL SERVICES EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged act, error, omission, misstatement, misleading statement or neglect of any **Insured** in the rendering of, or failure to render, any professional services in connection with the businesses of the **Insured Organization** scheduled below:

**Business**

**<Business>**

**<Business>**

**<Business>**

**<Business>**

**<Business>**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SECURITIES EXCLUSION WITH AN EXCEPTION FOR EXISTING PRIVATE PLACEMENTS**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability Coverage**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following is added to ITEM 5 of the Declarations:

**Private Placement Claim**

**Coinurance Percentage:** <enter percentage%> for each **Private Placement Claim**.

**Private Placement Claim**

**Retention:** \$<enter amount> for each **Private Placement Claim**.

2. The following are added to section **II. DEFINITIONS**:

"**Private Placement**" means any non-public issuance or offering of securities by the **Insured Organization** made under Sections 3, 4(2), 4(5) or 4(6) of the Securities Act of 1933.

"**Private Placement Claim**" means any **Claim** based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Private Placement**.

3. The following is added to section **III. EXCLUSIONS, A.10.:**

This exclusion also shall not apply to any derivative action brought by, on behalf of, or in the name or right of, the **Insured Organization** by one or more security holders of the **Insured Organization**, but only if such **Claim** is brought and maintained without the assistance, participation or solicitation of any **Insured**.

4. The following replaces section **III. EXCLUSIONS A.11.:**

11. based upon, alleging, arising out of, or in any way relating to, directly or indirectly:

a. the offer, sale, solicitation or distribution of securities issued by the **Insured Organization**; or

b. the actual or alleged violation of any federal, state, local or provincial statute relating to securities, including but not limited to the Securities Act of 1933 and the Securities and Exchange Act of 1934, or any rules or regulations promulgated thereunder;

provided, that this exclusion will not apply to any offer, purchase or sale of securities, whether debt or equity, issued in a **Private Placement** by the **Insured Organization** prior to <date>. If at least thirty (30) days prior to a **Private Placement** of the **Insured Organization**, the Company receives notice of the proposed transaction and any additional information requested by the Company, the **Insured Organization** may request a proposal for coverage subject to any additional terms and conditions, and payment of any additional premium, described in such proposal;

5. The following is added to section **V. CONDITIONS**:

With regard to any **Loss** resulting from any **Private Placement Claim**, the **Insured** shall bear uninsured and at its own risk the **Private Placement Claim** Retention and the percentage of **Loss** set forth in ITEM 5 of the Declarations as the **Private Placement Claim** Coinsurance Percentage that is excess of the applicable **Private Placement Claim** Retention amount set forth in ITEM 5 of the Declarations subject to the **Private Placement Claim** Limit of Liability set forth in ITEM 5 of the Declarations; provided, that this Section V. CONDITIONS B. COINSURANCE shall not apply to **Loss** under Insuring Agreement A.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative



ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PUNITIVE AND EXEMPLARY DAMAGES AND THE MULTIPLE PORTION OF ANY MULTIPLIED  
DAMAGE AWARD LIMIT**

This endorsement modifies the following coverage:

**Health Care Employment Practices Liability**

1. It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to ITEM 5 of the Declarations:

**Punitive and Exemplary Damages  
and the Multiple Portion of any  
Multiplied Damage Award  
Limit of Liability:**

**\$<amount>** which amount is included within, and not in addition to, the  
Limit of Liability stated herein.

2. The following is added to section **I. INSURING AGREEMENTS**:

The Company's maximum liability for that portion of **Loss** that constitutes punitive or exemplary damages or the multiple portion of any multiplied damage award shall be the amount set forth in ITEM 5 of the Declarations as the Punitive and Exemplary Damages and the Multiple Portion of any Multiplied Damage Award Limit of Liability, which shall be part of, and not in addition to, **Liability Coverage Limit of Liability** for this **Liability Coverage**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PUNITIVE OR EXEMPLARY DAMAGES EXCLUDED FROM THE DEFINITION OF LOSS**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following is deleted from the first paragraph of section **II. DEFINITIONS, R.:**  
  
“punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages;”
2. The following is replaces section **II. DEFINITIONS, R.1.:**
  1. civil or criminal fines; penalties or sanctions; punitive or exemplary damages; the multiplied portion of any multiplied damage award; liquidated damages; or damages, penalties or types of relief deemed uninsurable under applicable law; provided that this subpart 1. shall not apply to any EMTALA Coverage, Excess Benefit Transaction Tax Coverage, HIPAA Violation Coverage or Internal Revenue Code Violation Coverage identified as applicable in ITEM 5 of the Declarations;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.  
  
\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PUNITIVE AND EXEMPLARY DAMAGES LIMIT**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

1. It is agreed that solely with respect to the **Liability Coverage** shown above, ITEM 5 of the Declarations is amended by adding the following:

**Punitive and Exemplary Damages**

**Limit of Liability:** \$<amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

2. The following is added to section **I. INSURING AGREEMENTS**:

The Company's maximum limit of liability for **Loss** that constitutes punitive or exemplary damages shall be the amount set forth in ITEM 5 of the Declarations as the Punitive and Exemplary Damages Limit of Liability, which shall be part of, and not in addition to, the **Liability Coverage Limit of Liability** for this **Liability Coverage**.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PUNITIVE, EXEMPLARY AND MULTIPLIED DAMAGES EXCLUDED FROM THE DEFINITION OF LOSS**

This endorsement modifies the following coverage:

**Health Care Employment Practices Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following is deleted from the first paragraph of section **II. DEFINITIONS, P.:**  
  
“punitive or exemplary damages or the multiple portion of any multiplied damage award if insurable under the applicable law most favorable to the insurability of punitive, exemplary or multiplied damages”.
2. The following is added to section **II. DEFINITIONS, P.1.:**  
  
or “punitive, exemplary or multiplied damages;”.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**REGULATORY ACTION WRONGFUL ACT CLAIM DEFENSE EXPENSES LIMIT OF LIABILITY,  
COINSURANCE AND RETENTION ENDORSEMENT**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following are added to ITEM 5 of the Declarations:

**Regulatory Action Wrongful  
Act Claim Limit of Liability:**

\$<amount> which amount is included within, and not in addition to, the  
Limit of Liability stated herein.

**Regulatory Action Wrongful  
Act Claim Coinsurance  
Percentage:**

<enter percentage%> for each **Regulatory Action Wrongful Act  
Claim.**

**Regulatory Action Wrongful  
Act Claim Retention:**

\$<enter amount> for each **Regulatory Action Wrongful Act Claim.**

**Prior and Pending  
Proceeding Date:**

**Regulatory Action Wrongful Act Claims:** <enter date>

2. The following are added to section **II. DEFINITIONS**:

**“Regulatory Action Wrongful Act Claim”** means any **Claim** based upon, alleging, arising out of, or in any way  
relating to, directly or indirectly, any **Regulatory Action Wrongful Act**.

3. Section **III. EXCLUSIONS, A.17.** is deleted.

4. The following is added to section **III. EXCLUSIONS, B.:**

The Company shall have no duty to pay **Loss**, other than **Defense Expenses** for any **Regulatory Action  
Wrongful Act Claim**.

5. The following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or  
reimburse **Defense Expenses** for, any **Regulatory Action Wrongful Act Claim** underlying or alleged in any  
prior or pending civil, criminal, administrative or regulatory proceeding against any **Insured** as of or prior to the  
applicable **Regulatory Action Wrongful Act Claim** Prior and Pending Proceeding Date set forth in ITEM 5 of  
the Declarations for this **Liability Coverage**.

6. The following is added to section **V. CONDITIONS, B.:**

Solely with regard to any **Loss** resulting from any **Regulatory Action Wrongful Act Claim**, other than under Insuring Agreement A, the **Insured** shall bear uninsured and at its own risk:

a. the retention amount set forth in ITEM 5 of the Declarations as the Regulatory Action Wrongful Act Claim Retention; and

b. the percentage of **Loss** set forth in ITEM 5 of the Declarations as the Regulatory Action Wrongful Act Claim Coinsurance Percentage that is excess of the applicable Regulatory Action Wrongful Act Claim Retention.

7. The following is added to section **III CONDITIONS, F.** of the Liability Coverage Terms and Conditions:

In the event any **Regulatory Action Wrongful Act Claim** is filed under seal, the **Insureds** shall, as a condition precedent to exercising any right under this **Liability Policy** with respect to such **Regulatory Action Wrongful Act Claim**, immediately upon becoming aware of such **Regulatory Action Wrongful Act Claim**, petition the applicable court, agency, governmental entity or other entity to allow such sealed information be provided to the Company.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CALIFORNIA HEALTHCARE INSURANCE RETENTION AMENDMENT**

This endorsement modifies the following coverage:

<any or all purchased coverage part(s)>

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. CONDITIONS, B.** of the Liability Coverage Terms and Conditions:

Notwithstanding any other provision in this **Liability Policy** to the contrary, in the event a **Claim** arises that is covered under this **Liability Policy** and triggers the duty to defend under any insurance policy issued by California Healthcare Insurance Company, Inc. or any affiliate thereof:

- a. the Company shall have no duty to defend (if applicable) nor obligation to advance or reimburse **Defense Expenses** for such **Claim**, until the limit of liability under such policy issued by California Healthcare Insurance Company, Inc. or any affiliate thereof has been exhausted by such **Claim**, and
- b. the Retention under this **Liability Policy** applicable to such **Claim** shall be ten percent (10%) of the amount stated in ITEM 5 of the Declarations.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONVERT POLICY TO RUN-OFF EXTENDED REPORTING PERIOD**

This endorsement modifies the following coverage:

**<any or all purchased coverage part(s)>**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

for any **Wrongful Act** committed in whole or in part on or after <Date>.

2. ITEM 2 of the Declarations is replaced with the following, provided that the **Policy Period** shall not be less than the minimum time required under applicable state law:

**ITEM 2      POLICY PERIOD**

Inception Date: <Date>

Expiration Date: <Date>

12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

3. This endorsement shall not provide new, additional or renewed limits of liability.

4. The following is added to section **III. CONDITIONS, C.:**

The Company's total liability for all **Claims** made during the Run-Off Extended Reporting Period shall be limited to the remaining portion of the applicable limit of liability set forth in the Declarations as of <Date>.

5. Section **III. CONDITIONS, K.** of the Liability Coverage Terms and Conditions is deleted.

6. Section **III. CONDITIONS, O.** of the Liability Coverage Terms and Conditions is deleted.

7. ITEM 8 of the Declarations and ITEM 9 of the Declarations are deleted.

8. The following is added to section **III. CONDITIONS.:**

The **Insured Organization** and the **Insured Persons** shall have no right to purchase any extension of the coverage granted by this **Liability Policy** for any period after the Expiration Date set forth in ITEM 2 of the Declarations.

9. Section **III. CONDITIONS, Q.** the Liability Coverage Terms and Conditions is replaced with the following:

The Company may not cancel this **Liability Policy** except for failure to pay a premium when due. In such event, the Company shall have the right to retain the premium amount for the portion of the **Policy Period** during which the **Liability Policy** was in effect. The entire premium for the Run-Off Extended Reporting Period shall be deemed fully earned at the commencement of the Run-Off Extended Reporting Period.



The Company will not be required to renew this **Liability Policy** upon its expiration.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED CIRCUMSTANCES OR LITIGATION EXCLUSION**

This endorsement modifies the following coverage:

**<any or all purchased liability coverage part(s)>**

It is agreed that solely with respect to the **Liability Coverage(s)** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any circumstances or litigation scheduled below or the same or substantially the same facts, circumstances, situations, transactions, events or **Wrongful Acts** underlying or alleged in such circumstances or litigation.

**Circumstances or Litigation**  
**<circumstances or litigation>**

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED ENTITY EXCLUSION**

This endorsement modifies the following coverage:

**<any or all purchased coverage part(s)>**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

(a) based upon, alleging, arising out of, or in any way relating to, directly or indirectly actual or alleged ownership, operations, financing or management of any entity scheduled below; or

(b) made against, or brought or maintained by or on behalf of: (i) any entity scheduled below; or (ii) any member of the board of directors, member of the board of managers, member of the board of trustees, member of the board of regents, member of the board of governors, officer or a functional equivalent thereof, employee, volunteer or member of a duly constituted committee of any such scheduled entity, including their estates, heirs or legal representatives in the event of their incompetency, insolvency or bankruptcy, which shall include any **Claim** that is a shareholders' or other derivative suit or representative class action suit.

Scheduled Entities:

<Name>

<Name>

<Name>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

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On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHEDULED INSURED ORGANIZATION(S) PRIOR ACTS EXCLUSION**

This endorsement modifies the following coverage:

<any or all purchased liability coverage part(s)>

It is agreed that solely with respect to the **Liability Coverage(s)** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any **Wrongful Act** committed in whole or in part, by the **Insured Organization(s)**, including the **Insured Person(s)** thereof, scheduled below prior to the date(s) scheduled below directly opposite such **Insured Organization** and such **Liability Coverage**.

<u>Insured Organization</u>	<u>Liability Coverage</u>	<u>Date</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>
<u>&lt;Name&gt;</u>	<u>&lt;coverage part&gt;</u>	<u>&lt;Date&gt;</u>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SCHOOL LEADERS EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim:**

based upon, alleging, arising out of, or in any way relating to, directly or indirectly, any actual or alleged:

1. (a) educational malpractice or failure to educate; (b) negligent instruction; (c) inadequate or negligent academic or career guidance; (d) improper or inappropriate academic placement, suspension or expulsion; (e) negligent creation of curriculum, class content or educational materials; (f) failure or refusal to grant due process; (g) improper practices and procedures related to school admission and enrollment; (h) improper granting or failing to grant financial aid awards, or (i) tenure procedures or guidelines, or the administration thereof, including any granting or failure to grant tenure;
2. wrongful physical contact with, or corporal punishment of, any child or minor, including but not limited to any student enrolled in any educational program of the **Insured Organization**; or
3. educational accreditation or certification of the **Insured Organization** or any educational program thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPLIT PRIOR AND PENDING PROCEEDING DATES AND CONTINUITY DATES**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the Prior and Pending Proceeding Date and the Continuity Date set forth in ITEM 5 of the Declarations are replaced with the following:

1. Solely with respect to the first \$<Amount> portion of the **Liability Coverage Limit of Liability**:

**Prior and Pending  
Proceeding Date:**

<Date>

**Continuity Date:**

<Date>

2. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending  
Proceeding Date:**

<Date>

**Continuity Date:**

<Date>

3. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending  
Proceeding Date:**

<Date>

**Continuity Date:**

<Date>

4. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending  
Proceeding Date:**

<Date>

**Continuity Date:**

<Date>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPLIT PRIOR AND PENDING PROCEEDING DATES AND CONTINUITY DATES**

This endorsement modifies the following coverage:

**Health Care Organization Employment Practices Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the Prior and Pending Proceeding Date and the Continuity Date set forth in ITEM 5 of the Declarations are replaced with the following:

1. Solely with respect to the first \$<Amount> portion of the **Liability Coverage Limit of Liability**:

**Prior and Pending  
Proceeding Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

**Continuity Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

2. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending  
Proceeding Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

**Continuity Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

3. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending  
Proceeding Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

**Continuity Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

4. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending  
Proceeding Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

**Continuity Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>



Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPLIT PRIOR AND PENDING PROCEEDING DATES AND CONTINUITY  
DATES FOR SCHEDULED INSURED**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** set forth above and the **Insured Organization(s)**, including the **Insured Persons** thereof, scheduled below, the Prior and Pending Proceeding Date and the Continuity Date set forth in ITEM 5 of the Declarations are replaced with the respective date(s) scheduled below:

**Insured Organization(s):**

<Names>

1. Solely with respect to the first \$<Amount> portion of the **Liability Coverage Limit of Liability**:

**Prior and Pending  
Proceeding Date:**

<Date>

**Continuity Date:**

<Date>

2. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>;

**Prior and Pending  
Proceeding Date:**

<Date>

**Continuity Date:**

<Date>

3. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending  
Proceeding Date:**

<Date>

**Continuity Date:**

<Date>

4. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>;

**Prior and Pending  
Proceeding Date:**

<Date>

**Continuity Date:**

<Date>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**SPLIT PRIOR AND PENDING PROCEEDING DATES AND CONTINUITY  
DATES FOR SCHEDULED INSURED**

This endorsement modifies the following coverage:

**Health Care Organization Employment Practices Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above and the **Insured Organization(s)**, including the **Insured Persons** thereof, scheduled below, the Prior and Pending Proceeding Date and the Continuity Date set forth in ITEM 5 of the Declarations are replaced with the respective date(s) scheduled below for such **Insured Organization(s)**:

**Insured Organization(s):**

<Names>

1. Solely with respect to the first \$<Amount> portion of the **Liability Coverage Limit of Liability**:

**Prior and Pending  
Proceeding Date:**

Claims for **Wrongful Employment Practices**: <Date>

Claims for **Third Party Wrongful Acts**: <Date>

**Continuity Date:**

Claims for **Wrongful Employment Practices**: <Date>

Claims for **Third Party Wrongful Acts**: <Date>

2. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending  
Proceeding Date:**

Claims for **Wrongful Employment Practices**: <Date>

Claims for **Third Party Wrongful Acts**: <Date>

**Continuity Date:**

Claims for **Wrongful Employment Practices**: <Date>

Claims for **Third Party Wrongful Acts**: <Date>

3. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending  
Proceeding Date:**

Claims for **Wrongful Employment Practices**: <Date>

Claims for **Third Party Wrongful Acts**: <Date>

**Continuity Date:**

Claims for **Wrongful Employment Practices**: <Date>

Claims for **Third Party Wrongful Acts**: <Date>

4. Solely with respect to that portion of the **Liability Coverage Limit of Liability** that is \$<Amount> excess of \$<Amount>:

**Prior and Pending**

**Proceeding Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

**Continuity Date:**

**Claims for Wrongful Employment Practices:** <Date>

**Claims for Third Party Wrongful Acts:** <Date>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

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\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**VICARIOUS LIABILITY COVERAGE FOR SCHEDULED ENTITY AS A CO-DEFENDANT**

This endorsement modifies the following coverage:

<any or all purchased coverage part(s)>

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. "Scheduled Entity" means the entities scheduled below and any duly elected or appointed member of the board of directors, officer, or member of the board of trustees, or any functional equivalent thereof, of such entity.
2. Such **Liability Coverage** shall, subject to all of its terms, exclusions, conditions, and limitations, be extended to provide coverage for **Loss**, including **Defense Expenses**, resulting from any **Claim** made against any Scheduled Entity listed below directly opposite such **Liability Coverage(s)**, but only if and so long as:
  - a. such **Claim** results from a **Wrongful Act** actually or allegedly committed solely by any **Insured**, other than any Scheduled Entity; and
  - b. such **Claim** is first made and continuously maintained against both an **Insured**, other any Scheduled Entity, and a Scheduled Entity.

**Liability Coverage**

**Scheduled Entity(ies)**

<coverage part>

<name>

<coverage part>

<name>

<coverage part>

<name>

<coverage part>

<name>

<coverage part>

<name>

<coverage part>

<name>

<coverage part>

<name>

<coverage part>

<name>

<coverage part>

<name>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAGE AND HOUR LAW EXCLUSION**

This endorsement modifies the following coverage:

**Health Care Organization Employment Practices Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. Section **III. EXCLUSIONS, B.3.** is deleted.
2. The following is added to section **III. EXCLUSIONS, A.:**

This **Liability Coverage** shall not apply to, and the Company shall have no duty to defend or to pay, advance or reimburse **Defense Expenses** for, any **Claim**:

for any actual or alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided, that this exclusion shall not apply to **Claims** for **Retaliation** or any actual or alleged violation of the Equal Pay Act.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAGE AND HOUR LAW CLAIM LIMIT**

This endorsement modifies the following coverage:

**Health Care Organization Employment Practices Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the following replaces section **III. EXCLUSIONS, B.3.:**

3. for an alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**; provided, that this exclusion shall not apply to **Claims** for **Retaliation** or any actual or alleged violation of the Equal Pay Act. However, the Company's maximum aggregate limit of liability for all **Defense Expenses** resulting from **Claims** for an alleged violation of responsibilities, duties or obligations imposed on an **Insured** under any **Wage and Hour Law**, except for **Claims** for **Retaliation** or any actual or alleged violation of the Equal Pay Act, shall be \$<Amount>, which amount shall be part of and not in addition to, the applicable Limit of Liability set forth in the Declarations;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by:

\_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative



ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PUNITIVE OR EXEMPLARY DAMAGES EXCLUDED FROM THE DEFINITION OF LOSS - ARKANSAS**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above:

1. The following is deleted from the first paragraph of section **II. DEFINITIONS, R.:**  
  
“punitive or exemplary damages if insurable under the applicable law most favorable to the insurability of punitive or exemplary damages;”
2. The following is replaces section **II. DEFINITIONS, R.1.:**
  1. civil or criminal fines; penalties or sanctions; punitive or exemplary damages, including damages that may be imposed to punish a wrongdoer and to deter others from similar conduct; the multiplied portion of any multiplied damage award; liquidated damages; or damages, penalties or types of relief deemed uninsurable under applicable law; provided that this subpart 1. shall not apply to any EMTALA Coverage, Excess Benefit Transaction Tax Coverage, HIPAA Violation Coverage or Internal Revenue Code Violation Coverage identified as applicable in ITEM 5 of the Declarations;

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.  
  
\_\_\_\_\_  
Authorized Company Representative

<i>SERFF Tracking Number:</i>	<i>TRVE-125519954</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Travelers Casualty and Surety Company of America</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>2007-11-0007</i>		
<i>TOI:</i>	<i>17.0 Other Liability - Claims Made/Occurrence</i>	<i>Sub-TOI:</i>	<i>17.0000 Other Liability Sub-TOI Combinations</i>
<i>Product Name:</i>	<i>Wrap+ Healthcare Form Filing 2007-11-0007</i>		
<i>Project Name/Number:</i>	<i>Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007</i>		

## Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: TRVE-125519954 State: Arkansas  
Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50  
Company Tracking Number: 2007-11-0007  
TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations  
Product Name: Wrap+ Healthcare Form Filing 2007-11-0007  
Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

## Supporting Document Schedules

**Satisfied -Name:** Uniform Transmittal Document-Property & Casualty **Review Status:** Approved 08/07/2008  
**Comments:**  
**Attachments:**  
2007 PC NAIC Transmittal \_generic\_ \_2\_.pdf  
2007 NAIC Form List.pdf

**Satisfied -Name:** Cover Letter **Review Status:** Approved 08/07/2008  
**Comments:**  
**Attachment:**  
AR Form Letter.pdf

**Property & Casualty Transmittal Document**

<b>1. Reserved for Insurance Dept. Use Only</b>	<b>2. Insurance Department Use only</b>	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
g. SERFF Filing #:		
h. Subject Codes		

<b>3. Group Name</b>	<b>Group NAIC #</b>
Travelers	3548

4. Company Name(s)	Domicile	NAIC #	FEIN #	State #
Travelers Casualty and Surety Company of America	CT	31194	06-0907370	

<b>5. Company Tracking Number</b>	<b>2007-11-0007</b>
-----------------------------------	---------------------

**Contact Info of Filer(s) or Corporate Officer(s)** [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Michelle Smith Cotto One Tower Square, 2SH2 Hartford, CT 06183	Sr. Regulatory Analyst	860-277-2345	860-227-3937	msmithco@travelers.com

<b>7.</b> Signature of authorized filer	<i>Michelle Smith Cotto</i>
<b>8.</b> Please print name of authorized filer	Michelle Smith Cotto

**Filing information** (see General Instructions for descriptions of these fields)

<b>9. Type of Insurance (TOI)</b>	17.1000 Other Liability
<b>10. Sub-Type of Insurance (Sub-TOI)</b>	17.1
<b>11. State Specific Product code(s) (if applicable)[See State Specific Requirements]</b>	N/A
<b>12. Company Program Title</b> (Marketing title)	Wrap+ for Healthcare
<b>13. Filing Type</b>	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
<b>14. Effective Date(s) Requested</b>	New: 6/1/08                      Renewal: 8/1/08
<b>15. Reference Filing?</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>16. Reference Organization</b> (if applicable)	N/A

20. This filing transmittal is part of Company Tracking #	2007-11-0007
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**Wrap+<sup>SM</sup> Endorsements**

**In 2005 we introduced the Wrap+<sup>SM</sup>, a new modular approach wherein an insured can choose anything from a monoline coverage part to a Wrap+<sup>SM</sup> multi-coverage part policy. This filing consists of two new modules of coverage which contain endorsements which have been designed for use with the Wrap+<sup>SM</sup> product. Please note these are the first coverage parts that we are adding to the Wrap+<sup>SM</sup> family. The coverage parts being added – Directors and Officers Liability for Healthcare Employment Practices Liability for Healthcare are new but they have been designed to work with the existing Liability Coverage Terms and Conditions; state amendatories and termination notices previously filed and approved in your state.**

**This product is “A” rated. We will only be providing actuarial documentation and rating information if required by your state.**

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PC TD-1 pg 2 of 2  
F 777 (Ed. 3-07) Wolters Kluwer Financial Services | Uniform Forms™

Effective March 1, 2007

**\*\*\*Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

**FORM FILING SCHEDULE**

(This form must be provided ONLY when making a filing that includes forms)  
 (Do not refer to the body of the filing for the forms listing, unless allowed by state.)

<b>1.</b>	<b>This filing transmittal is part of Company Tracking #</b>		<b>2007-11-0007</b>		
<b>2.</b>	<b>This filing corresponds to rate/rule filing number</b> (Company tracking number of rate/rule filing, if applicable)		<b>N/A</b>		
<b>3.</b>	<b>Form Name /Description/Synopsis</b>	<b>Form # Include edition date</b>	<b>Replacement or Withdrawn?</b>	<b>If replacement, give form # it replaces</b>	<b>Previous state filing number, if required by state</b>
01	Wrap+ Health Care Org. Directors, Officers and Trustees and Employment Practices Liability Coverage Application	52949 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02	Wrap+ Health Care Org. Directors, Officers and Trustees and Employment Practices Liability Renewal Coverage Application	59251 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03	Wrap+ Health Care Org. Directors, Officers and Trustees Liability Insuring Agreement	HCD-3001 Ed. 01- 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04	Wrap+ Health Care Org. Employment Practices Liability Insuring Agreement	HCE-3001 Ed. 01- 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05	Wrap+ for Health Care Org. Declarations Page	WHC-2001 Ed. 01- 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06	Wrap+ for Health Care Org. Directors, Officers and Trustees Liab. Dec. Page	HCD-2001 Ed. 01- 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07	Wrap+ for Health Care Org. Employment Practices Liab. Declarations Page	HCE-2001 Ed. 01- 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08	Coverage for Scheduled Entities with Prior Acts	LIA-7162 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09	Additional Insured Person Endorsement	LIA-7163 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10	Amend Time Period to Elect Extended Reporting Period	LIA-7164 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
11	Antitrust Claim Exclusion	HCD-7001 Ed. 01- 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
12	Antitrust Claim Coverage for Insured Persons and Insured Org. Indemnification	HCD-7002 Ed. 01- 08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

13	Charity Care Claim Limit of Liab., Coinsurance and Retention Endt.	HCD-7003 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
14	Class or Mass Action Limit, Coinsurance and Retention Endt.	LIA-7165 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
15	Correct Health Care Directors, Officers and Trustees Liability Declarations	HCD-7004 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
16	Correct Health Care Employment Practices Liability Declarations	HCE-7001 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
17	Correct Declarations Endorsement	LIA-7166 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
18	Crisis Management Event Claim Limit of Liab. Coinsurance and Retention Endt.	HCD-7024 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
19	Delete Insuring Agreement C	HCD-7005 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
20	Failure to Maintain Insurance Exclusion with an Exception for Insuring Agreement A	HCD-7006 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
21	Family Exclusion	LIA-7167 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
22	Convert Policy to Run-Off for Specific Entity	LIA-7168 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
23	Human Blood Exclusion	LIA-7169 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
24	Human Tissue or Organ Exclusion	LIA-7170 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
25	Independent Management Org. Co-Defendant Coverage	LIA-7171 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
26	Insurance Company Error & Omissions Exclusion	HCD-7007 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
27	Insurance Regulatory Exclusion	HCD-7008 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



28	Investment Banking Exclusion	HCD-7009 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
29	Managed Care Professional Services Exclusion	HCD-7010 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
30	Medical Services Exclusion	HCD-7011 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
31	Modify Name or Address of Named Insured or Extend Policy Period Endt.	LIA-7172 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
32	Mid Term Change Endt. To Add Health Care Org. Directors, Officers and Trustees Liability	HCD-7012 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
33	Mid Term Change Endt. To Add Health Care Org. Employment Practices Liab.	HCE-7002 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
34	Negligence, Physical and Sexual Assault and Battery and Third Party Sexual Harrassment Exclusion	LIA-7173 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
35	Peer Review and Credentialing Exclusion	HCD-7013 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
36	Peer Review and Credentialing Coverage Limit of Liab. Coinsurance and Retention Endt.	HCD-7014 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
37	Prior Acts Exclusion	LIA-7180 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
38	Professional Services Exclusion – General	HCD-7015 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
39	Professional Services Exclusion – Specific Services	HCD-7016 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
40	Public Offering Exclusion	HCD-7017 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
41	Punitive and Exemplary Damages and Multiplied Damages Limit	HCE-7003 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
42	Punitive and Exemplary Damages Exclusion	HCD-7018 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
43	Punitive and Exemplary Damages Limit	HCD-7019 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

44	Punitive, Exemplary or Multiplied Damages Exclusion	HCE-7004 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
45	Regulatory Action Wrongful Act Claim Defense Expenses Limit of Liability, Coinsurance and Retention Endorsement	HCD-7023 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
46	Retention Amendment When Insurance Issued by California Healthcare Applies	LIA-7174 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
47	Run Off Endorsement	LIA-7175 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
48	Scheduled Circumstances or Litigation Exclusion	LIA-7176 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
49	Scheduled Entity Exclusion	LIA-7177 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
50	Scheduled Insured Organization(s) Prior Acts Exclusion	LIA-7178 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
51	School Leaders Exclusion	HCD-7020 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
52	Split Prior or Pending Proceeding Dates and Continuity Dates	HCD-7021 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
53	Split Prior or Pending Proceeding Dates and Continuity Dates	HCE-7005 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
54	Split Prior or Pending Proceeding Dates and Continuity Dates for Scheduled Insureds	HCD-7022 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
55	Split Prior or Pending Proceeding Dates and Continuity Dates for Scheduled Insureds	HCE-7006 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
56	Vicarious Liability Coverage for Scheduled Entity as a Co-Defendant	LIA-7179 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
57	Wage and Hour Law Exclusion	HCE-7007 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
58	Wage and Hour Law Limit of Liability	HCE-7008 Ed. 01-08	<input checked="" type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		



Michelle Smith Cotto  
Travelers Bond and Financial Products  
Phone: (860) 277-2345  
FAX: (866) 235-4951  
Email: msmithco@travelers.com

February 29, 2008

Honorable Mike Pickens  
Commissioner of Insurance  
Arkansas Insurance Dept  
1200 West Third Street  
Little Rock, AR 72201-1904

**2007-11-0007**

**Wrap<sup>+</sup>SM Enhancement Filing – Form Filing**  
**Other Liability – Directors and Officers Liability for Healthcare**  
**Employment Practices Liability for Healthcare**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA 3548-31194; 06-0907370**

In compliance with the insurance laws and regulations of your state, we submit an enhancement to our **Wrap<sup>+</sup>SM** Policy, which was approved by your department on March 27, 2006 under company filing number 2005-07-0133. This filing consists of new Insuring Agreements, State Endorsements and new optional endorsements that are available to all eligible policyholders.

**Wrap<sup>+</sup>SM Endorsements**

In 2005 we introduced the **Wrap<sup>+</sup>SM**, a new modular approach wherein an insured can choose anything from a monoline coverage part to a **Wrap<sup>+</sup>SM** multi-coverage part policy. This filing consists of two new modules of coverage which contain endorsements which have been designed for use with the **Wrap<sup>+</sup>SM** product. Please note these are the first coverage parts that we are adding to the **Wrap<sup>+</sup>SM** family. The coverage parts being added – Directors and Officers Liability for Healthcare Employment Practices Liability for Healthcare are new but they have been designed to work with the existing Liability Coverage Terms and Conditions; state amendatories and termination notices previously filed and approved in your state.

This product is “A” rated. We will only be providing actuarial documentation and rating information if required by your state.

**Enclosures and Implementation**

The following are enclosed to facilitate your review:

- Form listing and final prints of each form;
- Actuarial memorandum and rating information, (if required to be filed);
- Any applicable state filing forms and fees.

In order to facilitate the review, we have included a detailed spreadsheet which contains descriptions of each submitted form.

We propose to implement this filing with respect to all new business effective of June 1, 2008 and effective August 1, 2008 for renewal business. Should you have any questions, please feel free to call me at (860) 277-2345

Regards,

*Michelle Smith Cotto*

SERFF Tracking Number: TRVE-125519954 State: Arkansas

Filing Company: Travelers Casualty and Surety Company of America State Tracking Number: EFT \$50

Company Tracking Number: 2007-11-0007

TOI: 17.0 Other Liability - Claims Made/Occurrence Sub-TOI: 17.0000 Other Liability Sub-TOI Combinations

Product Name: Wrap+ Healthcare Form Filing 2007-11-0007

Project Name/Number: Wrap+ Healthcare Form Filing 2007-11-0007/2007-11-0007

## Superseded Attachments

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Original Date:	Schedule	Document Name	Replaced Date	Attach Document
No original date	Form	Amend Time Period to Elect Extended Reporting Period	03/04/2008	LIA-7164 01-08.pdf
No original date	Form	Correct Health Care Directors, Officers and Trustees Liability Declarations	03/04/2008	HCD-7004 01-08.pdf

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**AMEND TIME PERIOD TO ELECT EXTENDED REPORTING PERIOD**

This endorsement modifies the following coverage:

**<any or all purchased liability coverages>**

It is agreed that solely with respect to the **Liability Coverage(s)** shown above, "thirty (30) days" is deleted from section **III. CONDITIONS, O.** of the Liability Coverage Terms and Conditions and replaced with "**<days>** (**<days numeric>**) days".

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.

This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative

ISSUED BY:  
ISSUED TO:

POLICY NO:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CORRECT HEALTH CARE ORGANIZATION DIRECTORS, OFFICERS AND TRUSTEES LIABILITY  
DECLARATIONS**

This endorsement modifies the following coverage:

**Health Care Organization Directors, Officers and Trustees Liability**

It is agreed that solely with respect to the **Liability Coverage** shown above, the Declarations are amended as indicated below by ☒:

- ☐ 1. ITEM 1 is replaced with the following:

ITEM 1      **NAMED INSURED:**  
                 <named insured>

D/B/A:  
<d/b/a>

Principal Address:  
<address>

- ☐ 2. ITEM 2 is replaced with the following:

ITEM 2      **POLICY PERIOD:**  
Inception Date: <Date>      Expiration Date: <Date>  
12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.

- ☐ 3. ITEM 4 is replaced with the following:

ITEM 4      **COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2:**

☐      **Health Care Organization Directors, Officers and Trustees Liability**

- ☐ 4. ITEM 5 is replaced with the following:

ITEM 5      Only those coverage features marked "☒ Applicable" are included in this policy.  
**Health Care Organization Directors, Officers and Trustees Liability**

**Limit of Liability:**      \$ <Amount> for all **Claims**.

**Additional Defense Coverage:**      ☐ Applicable      ☐ Not Applicable

**Additional Defense Limit of Liability:**      \$ <Amount> for all **Claims**.

**Antitrust Claim Limit of Liability:**      \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Antitrust Claim**

**Coinsurance**

**Percentage:** <Percentage%> for each **Antitrust Claim**.

**EMTALA Coverage:** ☐ Applicable ☐ Not Applicable

**EMTALA Coverage**

**Limit of Liability:** \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**Excess Benefit**

**Transaction Tax**

**Coverage:** ☐ Applicable ☐ Not Applicable

**Excess Benefit**

**Transaction Tax**

**Coverage Limit**

**of Liability:** \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein.

**HIPAA Violation**

**Coverage:** ☐ Applicable ☐ Not Applicable

**HIPAA Violation**

**Coverage Limit**

**of Liability:** \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein

**Internal Revenue**

**Code Violation:**

☐ Applicable ☐ Not Applicable

**Internal Revenue**

**Code Violation**

**Limit of Liability:** \$ <Amount> which amount is included within, and not in addition to, the Limit of Liability stated herein

**Retention:**

\$ <Amount> for each **Claim** under Insuring Agreement B.

\$ <Amount> for each **Claim** under Insuring Agreement C.

\$ <Amount> for each **Antitrust Claim**.

**Prior and Pending**

**Proceeding Date:** <Date>

**Continuity Date:** <Date>

- ☐ 5. ITEM 6 is replaced with the following:

ITEM 6 **PREMIUM FOR THE POLICY PERIOD:**

\$ <Amount>

\$ <Amount> Annual Installment Premium if ITEM 10 below is applicable.

- ☐ 6. ITEM 7 is replaced with the following:

ITEM 7 **TYPE OF LIABILITY COVERAGE:**

☐ Reimbursement

☐ Duty to Defend

Only the type of liability coverage marked “☒” is included in this policy.

- ☐ 7. ITEM 8 is replaced with the following:

**ITEM 8 LIABILITY COVERAGE EXTENDED REPORTING PERIOD:**

Additional Premium Percentage: <Percentage> %

Additional Months: <Number of Months>

(If exercised in accordance with Section III. CONDITIONS O. EXTENDED REPORTING PERIOD of the Liability Coverage Terms and Conditions.)

- ☐ 8. ITEM 9 is replaced with the following:

**ITEM 9 LIABILITY COVERAGE RUN-OFF EXTENDED REPORTING PERIOD:**

Additional Premium Percentage: <percentage> %

Additional Months: <number of months>

(If exercised in accordance with Section III. CONDITIONS K. CHANGE OF CONTROL of the Liability Coverage Terms and Conditions.)

- ☐ 9. ITEM 10 is replaced with the following:

**ITEM 10 ANNUAL REINSTATEMENT OF THE LIABILITY COVERAGE LIMIT OF LIABILITY:**

☐ Applicable

☐ Not Applicable

Only those coverage features marked “☒ Applicable” are included in this policy.

- ☐ 10. ITEM 11 is replaced with the following:

**ITEM 11 FORMS AND ENDORSEMENTS ATTACHED AT INCEPTION:**

☐ ADDED <enter endorsement>

☐ DELETED <enter endorsement>

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, exclusions or limitations of the above-mentioned policy, except as expressly stated herein. This endorsement is part of such policy and incorporated therein.



This endorsement is effective at the Inception Date stated in ITEM 2 of the Declarations or effective at 12:01 A.M. on \_\_\_\_\_, if indicated herein. Complete the following only when this endorsement is not prepared with the policy or is to be effective on a date other than the Inception Date of the policy.

Accepted by: \_\_\_\_\_  
On behalf of the entity named in  
ITEM 1 of the Declarations.

\_\_\_\_\_  
Authorized Company Representative